



**CITY OF BLACK DIAMOND**  
**March 4, 2010 Meeting Agenda**  
25510 Lawson St., Black Diamond, Washington

**7:00 P.M. – CALL TO ORDER, FLAG SALUTE, ROLL CALL**

**PUBLIC COMMENTS:** Persons wishing to address the City Council regarding items of new business are encouraged to do so at this time. When recognized by the Mayor, please come to the podium and clearly state your name and address. Please limit your comments to 3 minutes. If you desire a formal agenda placement, please contact the City Clerk at 253-631-0351. Thank you for attending this evening.

**PUBLIC HEARINGS: None**

**APPOINTMENTS, PRESENTATIONS, ANNOUNCEMENTS: None**

**UNFINISHED BUSINESS: None**

**NEW BUSINESS:**

- |   |                |
|---|----------------|
| <b>1.) AB10-018</b> – Ordinance Authorizing Public Safety Levy Ballot Title   | Ms. Miller     |
| <b>2.) AB10-019</b> – Resolution Authorizing RH2 Contract Amendment for Regional Sewer Storage Site Location                        | Mr. Boettcher  |
| <b>3.) AB10-020</b> – Resolution Authorizing Bid Award for Purchase of Street Lights for Railroad Avenue Street Project             | Mr. Boettcher  |
| <b>4.) AB10-021</b> – Resolution to Disapprove Recent Amendments to the King County Planning Policies Related to Growth Projections | Mr. Pilcher    |
| <b>5.) AB10-022</b> – Resolution Authorizing Professional Services Agreement with Christine Mill Architect                          | Mr. Williamson |

**DEPARTMENT REPORTS:**

**Economic Development Department** – Mr. Williamson

**Natural Resources/Parks Department** – Mr. Nix

**Public Works Department** – Mr. Boettcher

**MAYOR'S REPORT:**

**COUNCIL REPORTS:**

**ATTORNEY REPORT:**

**PUBLIC COMMENTS:**

**CONSENT AGENDA:**

- 6.) Claim Checks** – March 4, 2010 No.35252 through No.35301 in the amount of \$50,685.68  
**7.) Minutes** – Workstudy Notes of February 18, 2010 and Council Meeting of February 18, 2010

**EXECUTIVE SESSION:**

**ADJOURNMENT:**

# CITY COUNCIL AGENDA BILL

City of Black Diamond  
Post Office Box 599  
Black Diamond, WA 98010

ITEM INFORMATION			
<b>SUBJECT:</b> <b>EMERGENCY ORDINANCE</b> <b>Ordinance No. 10-936, approving taking a Property tax Lid Lift to Black Diamond voters at a Special Election April 27, 2010 to replace an Expiring 2004-2010 Levy</b>	<b>Agenda Date: March 4, 2010</b>		<b>AB10-018</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Rebecca Olness		X
	City Administrator –		
	City Attorney – Noel Treat		X
	City Clerk – Brenda L. Martinez		
	Finance – May Miller	X	
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Cost Impact: \$6,000 estimate	Court –Stephanie Metcalf		
Fund Source: 2010 General Fund approved budget	Comm. Dev. – Steve Pilcher		
Timeline: ASAP			
<b>Attachments: Ordinance No. 10-936 and supplemental information</b>			
<b>SUMMARY STATEMENT:</b>			
<p>Voters approved a six-year property levy in 2004 to fund public safety, including Fire, Police and Emergency Services. This 2004-2010 levy expires in December 2010 and will result in a loss of revenue for public safety of approximately \$417,000 a year beginning in 2011 and each year thereafter, unless a replacement levy is approved by voters. This ordinance proposes taking a Property Tax Lid Lift for Public Safety to the citizens of Black Diamond for a vote April 27, 2010.</p> <p>Over the last six years, the cost of Public Safety Programs has continued to exceed the one percent annual increase in property tax revenue allowed by statute each year. To continue funding Public Safety, the City has used up to \$350,000 of cash reserves (savings or fund balance) each year for 2007 through 2009. As a result of depleted cash reserves, the 2010 Budget reduced the use of cash reserves to \$50,000 and continued the no-increase budget for Fire and Emergency Service, eliminated many line item expenditures in the Police budget, and excluding the Police Chief, reduced the number of Police Officers funded from eleven to eight. The three unfunded positions are currently vacant. Even with these aggressive measures, the adopted 2010 Budget utilized all of the City’s property tax revenue and all of the City’s Sales and Utility Tax revenue to fund Public Safety.</p> <p>Realizing the importance of continued funding of Public Safety, and facing the devastating prospect of losing an additional \$417,000 with the expiration of the 2004-2010 Public Safety Levy beginning in 2011, the Council supported moving forward with a Public Safety Property Tax Lid Lift to be placed before the public for vote. This ordinance would approve the Special Election to be held April 27, 2010. A levy lid lift allows the City to levy a regular property tax rate that exceeds the rate that would otherwise be allowed by the levy limitations set forth in RCW 84.55; such a rate must be approved by the voters.</p>			



Although this Property Tax proposition will not fully restore the full Public Safety short fall, it will provided approximately \$230,000 in additional Property Tax revenue to be used for Public Safety services and prevent the further use of cash reserves and reinstate some of the unfunded positions. Based on current information, if valuations continue to fall for one more year, a home currently valued at \$261,600 would decrease in value to \$222,360 in 2011 and property tax would increase by approximately \$9.00 a month or 30 cents a day, under this proposed levy lid lift.

The proposition is to authorize the City's property tax rate to be lifted to \$2.57 per \$1,000 of assessed valuation beginning in 2011 to be used for Public Safety. This 2011 levy rate would then be the base for calculating future levy limitations in succeeding years. Future inflationary increases would be limited to 1% under Referendum 747.

This proposed ordinance also requests that King County produce a voters' pamphlet for the City election and authorizes the City to pay the legally requited costs for such pamphlet.

COMMITTEE REVIEW AND RECOMMENDATION: Public Safety Committee met February 11, 2010 and Council had a workstudy session on February 18, 2010 to discuss a Public Safety Property Tax Lid Lift. Some technical modifications have been made to comply with legal requirements.

**RECOMMENDED ACTION: MOTION to Ordinance No. 10-936, relating to funding police, fire and emergency services with regular property taxes; providing for the submission to the qualified electors of the city at a special election to be held April 27, 2010, of a proposition authorizing the city to levy regular property taxes in excess of the limitations of ch. 84.55 RCW; setting forth the text of the ballot proposition; directing proper city officials to take necessary actions; declaring this ordinance a public emergency ordinance and thus effective immediately; and providing for other properly related matters.**

#### **RECORD OF COUNCIL ACTION**

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
March 4, 2010		

**ORDINANCE NO. 10-936**

**AN ORDINANCE OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, RELATING TO FUNDING POLICE, FIRE AND EMERGENCY SERVICES WITH REGULAR PROPERTY TAXES; PROVIDING FOR THE SUBMISSION TO THE QUALIFIED ELECTORS OF THE CITY AT A SPECIAL ELECTION TO BE HELD APRIL 27, 2010, OF A PROPOSITION AUTHORIZING THE CITY TO LEVY REGULAR PROPERTY TAXES IN EXCESS OF THE LIMITATIONS OF CH. 84.55 RCW; SETTING FORTH THE TEXT OF THE BALLOT PROPOSITION; REQUESTING A LOCAL VOTERS' PAMPHLET; DIRECTING PROPER CITY OFFICIALS TO TAKE NECESSARY ACTIONS; AND DECLARING THIS ORDINANCE A PUBLIC EMERGENCY ORDINANCE AND THUS EFFECTIVE IMMEDIATELY; AND PROVIDING FOR OTHER PROPERLY RELATED MATTERS.**

**WHEREAS**, the current City of Black Diamond general property tax levy for public safety services (fire, police and emergency services), approved by the voters in 2004, authorized a six-year temporary rate increase, through 2010; and

**WHEREAS**, the previously voter approved levy will expire in December, 2010 and, as a result, the City funding available for fire, police and emergency services will be reduced by approximately \$417,000 per year beginning in 2011; and

**WHEREAS**, the City Council has determined that if the expiring levy is not replaced, significant reductions in public safety services, including, but not limited to fire, police, and emergency services, will be necessary ; and

**WHEREAS**, other existing City funds and tax revenues are insufficient to offset the necessary reductions in public safety services should a new levy proposition not be submitted to the voters and approved; and

**WHEREAS**, the City Council has long recognized that the fundamental purpose of the City is to provide for the public safety of its citizens and to this end has utilized up to \$350,000 of cash reserves each year for the last three years to meet public safety funding shortfalls; and

**WHEREAS**, recognizing that existing cash reserves were insufficient to continue support of public safety to this level in 2010, the City had to reduce the use of cash reserves for public safety and the City is not expected to have cash reserves available for public safety in the foreseeable future; and

**WHEREAS**, due to depleted cash reserves, declining revenues, and increased costs, the City Council was forced to reduce the public safety budget for 2010, including the elimination of funding for three police officer positions; and

**WHEREAS**, the City Council has determined that it is essential and necessary for the public health, safety and welfare that the City raise additional funds to support police, fire and emergency services throughout the City; and

**WHEREAS**, before further reductions are made to already reduced public safety services, the voters of the City should be allowed to determine if they wish to approve property tax funding for police, fire and emergency services; and

**WHEREAS**, RCW 84.55.050(1) provides for the levy of regular property taxes in an amount exceeding the limitations specified in chapter 84.55 RCW if such increased levy is authorized by a proposition approved by a majority of the voters voting at an election held within the taxing City (a "levy lid lift"); and

**WHEREAS**, the City Council has determined it is in the best interests of the City and its inhabitants to submit a levy lid lift measure to the voters; and

**WHEREAS**, the City Council recognizes the need to keep property tax levels at a minimum and therefore does not propose to fully restore previous levels of public safety funding and instead propose a levy rate that will replace only a portion of the funding lost with expiration of the existing levy, and

**WHEREAS**, the proposed property tax lid lift strikes this balance between minimizing the property tax rate but also providing funds to maintain basic levels of police, fire and emergency services; and

**WHEREAS**, the conditions here and before set forth create an emergency which requires the holding of a special election in the City and submitting a levy lid lift ballot proposition to the voters is in the best interest of the City and its residents; now, therefore

**THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON DOES ORDAIN, AS FOLLOWS:**

**Section 1.** For the purpose of funding public safety services including police, fire and emergency services, the City Council finds that it is in the best interests of the City and its residents to submit to the qualified voters of the City, at a special election to be held April 27, 2010, a proposition authorizing the City to increase its regular property tax levy for collection in 2011 by an amount greater than otherwise permitted under chapter 84.55 RCW. This measure proposes for voter approval or rejection under RCW 84.55.050(1) a levy lid lift that will authorize a regular property tax rate to of \$2.57 per \$1,000 of assessed value for collection in 2011. The dollar amount of the levy in 2011 shall be used for the purpose of computing the limitations for subsequent levies as provided for under chapter 84.55 RCW.

**Section 2.** The Director of King County Elections as ex officio supervisor of elections in King County, Washington, is hereby requested to call and conduct such special election to be held within the City on April 27, 2010, and submit to the qualified voters of the City for their approval or rejection a proposition in substantially the following form:

**CITY OF BLACK DIAMOND  
PROPOSITION NO. 1, Public Safety levy**

The City Council has adopted Ordinance No. 10-936 concerning this proposition to fund police, fire and emergency services. If approved, this proposition shall authorize a regular property tax rate of \$2.57 per \$1,000 of assessed value for collection in 2011 to fund public safety services including police, fire and emergency services. The 2011 levy amount shall be used to calculate subsequent levy limitations in succeeding years. Should this proposition be:

Approved? ☐  
Rejected? ☐

**Section 4.** The City Clerk is hereby authorized and directed, not less than forty-five days prior to such election date, to certify to the King County Department of Elections the proposition described herein and to take such other actions as are necessary so that the proposition should appear on the ballot at the special election date identified herein.

**Section 5.** The City hereby requests that King County Elections produce a voters' pamphlet for the April 27, 2010 election for the City of Black Diamond Proposition 1 set forth above. The City agrees to pay its legally required costs of such pamphlet. The Mayor is hereby authorized and directed to take such actions, including the execution of written agreements, as are necessary so that a local voters' pamphlet is published by King County.

**Section 6.** Severability. If any provision of this Ordinance is determined to be invalid or unenforceable for any reason, the remaining provisions of this Ordinance shall remain in force and effect.

**Section 7.** Effective Date. This Ordinance is hereby designated as a Public Emergency Ordinance necessary for the protection of the public health, safety, public property or the public peace and shall be effective upon adoption. A summary of this ordinance may be published in lieu of publishing the Ordinance in its entirety.

Introduced the 4th day of March, 2010

Passed by the City Council on 4<sup>th</sup> day of March, 2010.

Ordinance No. 10-936

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Approved by the Mayor on the 4<sup>th</sup> day of March, 2010.

\_\_\_\_\_  
Rebecca Olness, Mayor

ATTEST:

\_\_\_\_\_  
Brenda L. Martinez, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Noel Treat, City Attorney

**Published:** \_\_\_\_\_

**Posted:** \_\_\_\_\_

**Effective Date:** \_\_\_\_\_



**City of Black Diamond**

**Public Safety Property Tax Lid Lift**

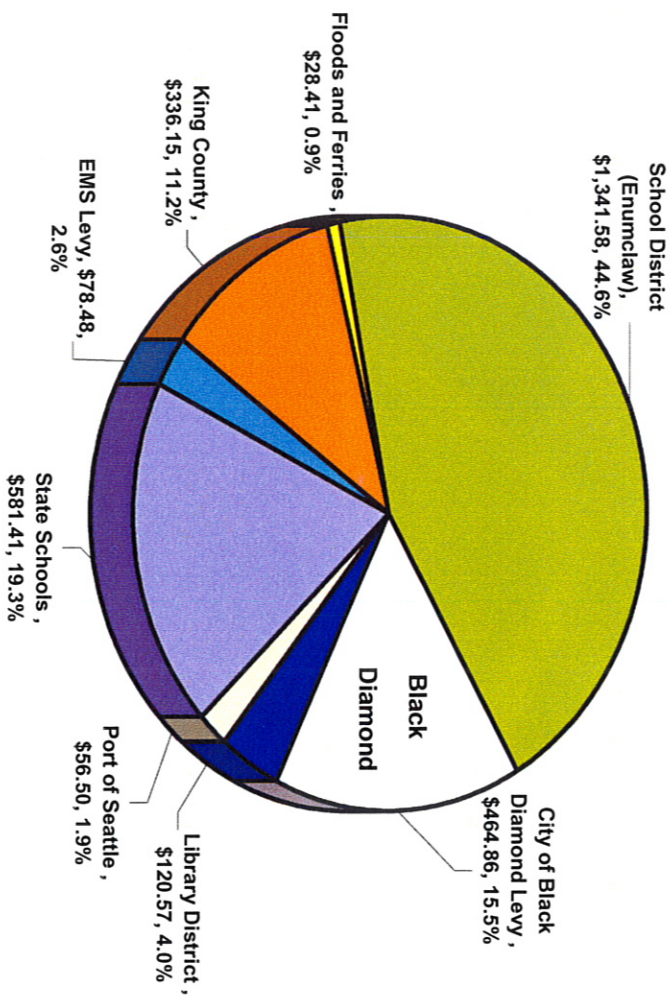
**Supplemental Information**

**March 4, 2010**

1	Where do our property taxes go?	1
2	Comparison of options	2
3	Graph of property tax and potential loss	3
4	Comparison of Black Diamond to other cities	4
5	How will the Lid Lift affect residential property taxes?	5
6	“What if” graph shows Public Safety costs, 1% inflationary increases and how an optional lid lift could effect a homeowners property tax	6

## 2010 Property Tax Distribution

Total Taxed amount on a \$261,600 property  
in Black Diamond = \$3,007.97



King County Taxing District	Levy Rate per \$1,000 in value	Percent of Property Taxes Collected	Annual Tax on a \$261,600 home	Monthly Tax on a \$261,600 home
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Port of Seattle	0.22	1.9%	\$56.50	\$4.71
State Schools	2.22	19.3%	\$581.41	\$48.45
EMS Levy	0.30	2.6%	\$78.48	\$6.54
King County	1.28	11.2%	\$336.15	\$28.01
Floods and Ferries	0.11	0.9%	\$28.41	\$2.37
School District*	5.13	44.6%	\$1,341.46	\$111.79
Library District	0.46	4.0%	\$120.57	\$10.05
Subtotal	9.72	84.5%	\$2,542.99	\$211.92
<b>Black Diamond Total Levy</b>	<b>1.777</b>	<b>15.5%</b>	<b>\$464.98</b>	<b>\$38.75</b>
<b>Grand Total</b>	<b>11.50</b>	<b>100.0%</b>	<b>\$3,007.97</b>	<b>\$250.66</b>

\*Enumclaw School District (levy rates for Kent District are 4.80, Tahoma 4.44 and Auburn at 5.09)

## Public Safety Lid Lift Levy Rate Analysis

	2009 Tax Dollars	Allowed 1% Increase	New Construction	2010 Tax Dollars	2009/2010 Increase
Regular Levy	\$577,339	\$5,832	\$4,167	\$587,338	\$9,999
Public Safety Levy	\$405,465	\$4,096		\$409,561	\$4,096
<b>Total Levy</b>	<b>\$982,804</b>	<b>\$9,928</b>	<b>\$4,167</b>	<b>\$996,899</b>	<b>\$14,095</b>

	AV Per \$1,000	Mil Rate	Prop Tax \$	Home AV	Annual Prop Tax	Monthly Prop Tax	Monthly Increase
2009	\$644,141	1.52	\$978,750	\$300,000	456.00	\$38.00	
	12.9% Decrease			12.9% Decrease			
2010	560,944	1.777	996,899	261,600	464.98	38.75	\$0.75
2011 Projected*	15% Decrease			15% Decrease			
Continued Tax Level	476,802	2.12	1,010,868	222,360	471.43	39.29	0.54
Option 1 2011	476,802	2.57	1,226,868	222,360	572.29	47.69	8.94
Option 2 2011	476,802	2.85	1,359,868	222,360	634.18	52.85	14.10

### 2011 Options

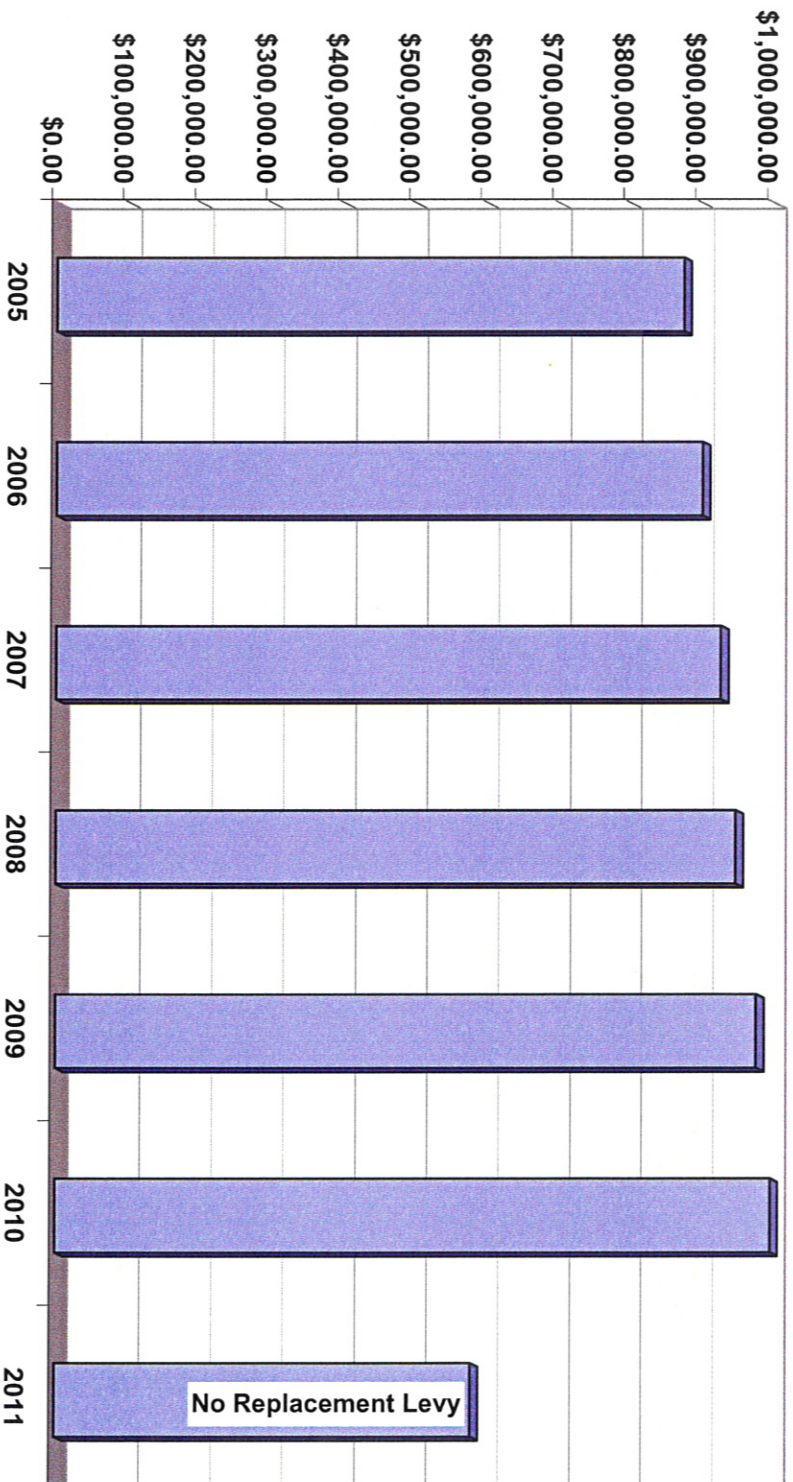
	Continued Tax Level	2011 Option 1	2011 Option 2
Base 2010 Property Tax	996,899	996,899	996,899
Prop Tax from New Construction (est.)	4,000	4,000	4,000
Prop Tax with 1% Allowable Increase	9,969	9,969	9,969
Add Use of Fund Balance		50,000	50,000
Add Back Two Officers		166,000	166,000
Bring Back to Full Staff			133,000
2011 Property Tax Collection:	\$1,010,868	\$1,226,868	\$1,359,868
Mil Rate	\$2.12	\$2.57	\$2.85

\* 2011 Assessed Valuation and home values are estimates and used to calculate mill rates. King County sets home values and assessed valuation each December for the next year.

**The Public Safety Committee at their 2/11/10 meeting and the City Council at the 2/18/10 workstudy meeting recommended taking Option 1 to a special election 4/27/10.**



## Black Diamond Property Tax History and Projected 2011 Shortfall



BD Tax \$						
Voted Public Safety	\$368,967	\$383,745	\$389,456	\$389,771	\$394,030	\$409,561
Regular Levy	502,181	511,972	534,676	545,877	566,252	583,171
New Construction	5,671	7,271	4,802	13,451	17,837	4,167
Total	\$876,819	\$902,988	\$928,934	\$949,099	\$978,119	\$996,899
Change in Prop Tax from Prior Year		\$26,169	\$25,946	\$20,165	\$29,020	\$18,780
Loss from expiring six year levy						

(\$417,193)

## Tax Levy Comparison

Based on a home appraised at \$261,600

City Levy      Annual Total      Monthly  
Total

2010				
Black Diamond*	1.777	\$464.98	\$38.75	
Enumclaw*	2.02	\$528.55	44.05	
Algona*	2.70	\$706.48	58.87	
Covington*	2.66	\$696.02	58.00	
Maple Valley*	2.97	\$777.13	64.76	
Note: Includes fire districts				
2011				
Options for 2011 with 15% reduction in home value and assessed valuation				
Based on a home appraised at \$222,360				
BD Current Levy Dollars	2.12	\$471.53	39.29	<i>E S T I M A T E S</i>
Option 1. BD Replacement Levy - Fill two unfunded Police Positions	2.57	\$572.29	47.69	
Option 2. BD Replacement Levy - Return to full Police Department Staffing	2.85	\$634.33	52.86	

Note: If property values decrease in December, each of the other cities will see a levy increase for 2011, just to maintain their current dollars and the allowed 1% increase. The property tax options are estimates, but show that even at the highest option, our citizens will pay one of the lowest rates.



# Black Diamond WA Homeowner Tax Bill Comparison

2009	Base AV	Base Tax \$	Levy Rate	Home Value	Annual Tax	Monthly Tax
Base	\$643,196,160	\$978,119	1.52	\$300,000	\$456.00	\$38.00
<b>Decrease AV* by 12.9%</b> (82,202,478) (38,400)						
2010						
Base	\$560,993,682	\$996,899	1.777	\$261,600	\$464.98	\$38.75
<b>Decrease AV* by 15%</b> (84,191,682) (39,240)						
2011						
New Values	\$476,802,000			\$222,360		
2011						
Taxes Continued		\$996,899				
1% Additional Allowed		9,969				
New Construction		\$4,000				
Total Taxpayers		\$1,010,820	2.12	\$222,360	\$471.40	\$39.28
2011						
Option 1 Lid Lift						
New Values	\$476,802,000					
Total Taxpayers		\$1,226,868	2.573	\$222,360	\$572.29	\$47.69
Opt 1 Increase over 2010					Annual Tax	Monthly Tax
Residential Homeowner's Property Tax					\$107.31	\$8.95

2010 Note:

A \$300,000 home in Black Diamond decreased in value on average by 12.9% from 2009 to 2010 to \$261,600

2011 Taxes Continued Note:

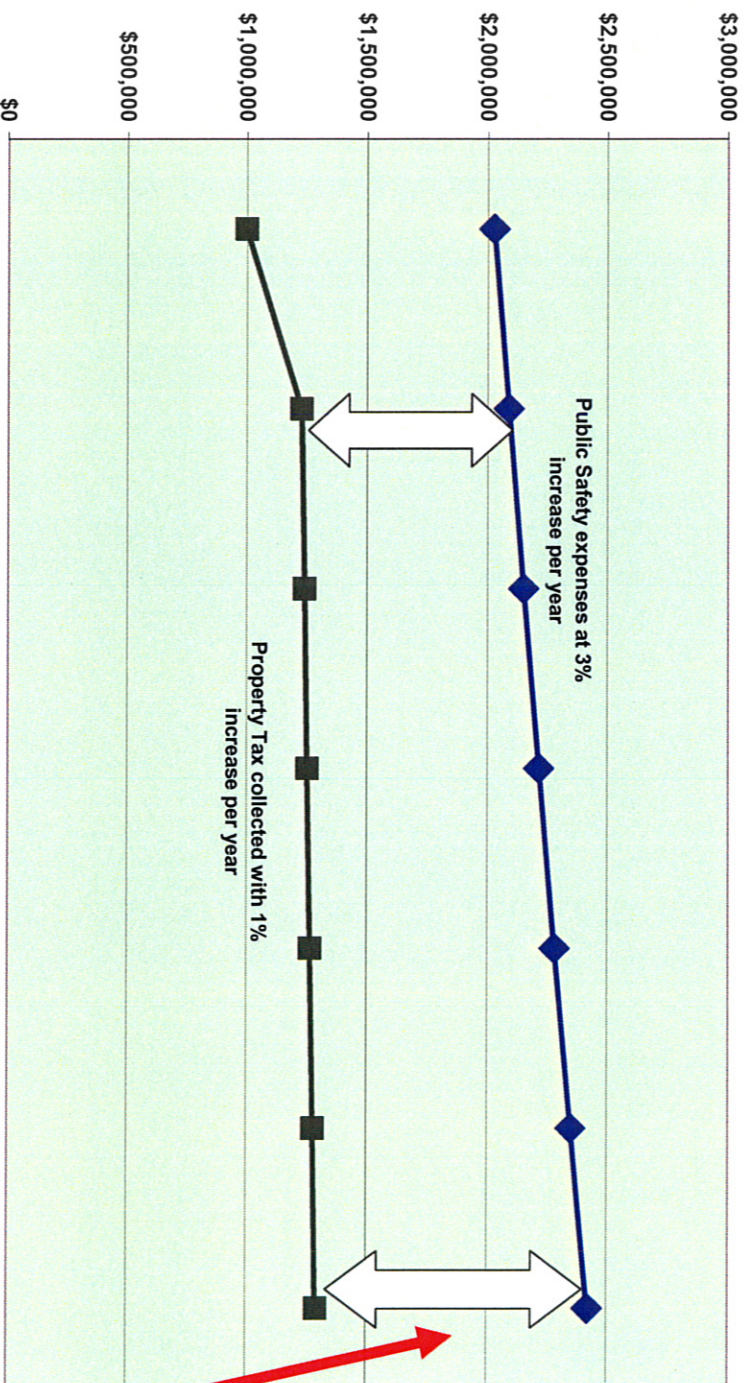
Assuming home values in 2011 continue to decrease by 15% to an average of \$222,360 x 2.12 = \$471.40 annual taxes or \$39.28 per month due to the allowed 1% (\$9,969) divided by the average of all existing taxpayers.

Option 1 Lid Lift:

The 2011 Option 1 Property Tax Lid Lift would generate an additional \$229,969 to fund Public Safety and increase a property owners expected annual payment by \$107.31 per year or \$8.95 per month (.30 cents per day). All property taxes collected would be used for Public Safety.



# Property Tax Analysis and Public Safety Costs WHAT IF Option 1 is chosen?



Property Tax Collected Capped at 101% each year Increase in Property Tax Dollars																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
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# CITY COUNCIL AGENDA BILL

City of Black Diamond  
Post Office Box 599  
Black Diamond, WA 98010

ITEM INFORMATION			
<b>SUBJECT:</b> <b>Resolution No. 10-675, authorizing Amendment #1 to RH2 Technical Services contract to include work necessary to re-conceptualize and prepare a pre-design report for a Wastewater Storage Alternative</b> Cost Impact \$24,886 Fund Source: reimbursable through MPD Timeline:	<b>Agenda Date: March 4, 2010</b>		<b>AB10-019</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Rebecca Olness		
	City Administrator –		
	City Attorney – Noel Treat		X
	City Clerk – Brenda L. Martinez		
	Finance – May Miller		
	Public Works – Seth Boettcher	X	
	Economic Devel. – Andy Williamson		
	Police –		
Court – Stephanie Metcalf			
<b>Attachments: Resolution No. 10-675, Amendment of Contract with attachments A, B and C, Staff report, Letter from YarrowBay, Location maps, Original Contract</b>			
<b>SUMMARY STATEMENT:</b>  See attached documents.			
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b> The Public Works Committee has reviewed this action on February 9, 2010 and is recommending approval.			
<b>RECOMMENDED ACTION:</b> <b>MOTION to adopt Resolution No. 10-675, authorizing the Mayor to execute the attached Contract Amendment #1 with RH2 for preliminary design of a western Black Diamond Wastewater Storage Alternative.</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
March 4, 2010			

**RESOLUTION NO. 10-675**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON  
AUTHORIZING AMENDMENT NO. 1 TO THE RH2  
CONTRACT FOR TECHNICAL REVIEW SERVICES OF  
THE WASTEWATER STORAGE ALTERNATIVE.**

**WHEREAS**, King County must provide conveyance and treatment of sewage as the City of Black Diamond grows, they have come up with a preferred location along the core wetland just west of old downtown Black Diamond; and

**WHEREAS**, the City of Black Diamond has also been planning for an efficient way to collect sewage in the City and has proposed a location in the western portion of the City of Black Diamond that King County has found flaws with; and

**WHEREAS**, City Staff has selected RH2 to provide the City with this engineering and expertise in these type of facilities; and

**WHEREAS**, City Staff has reviewed King County's concerns with consultant Dan Ervin (RH2) and believes that they can be addressed by design features of the proposed western sewage storage facility; and

**WHEREAS**, Yarrow Bay has agreed to fund this work as a reimbursable cost through the Master Planned Development review,

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:**

**Section 1.** The Mayor is authorized to execute contract Amendment No. 1 with RH2 to provide Technical Review Services on the Wastewater Storage Alternative as attached hereto as Exhibit A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 4<sup>TH</sup> DAY OF MARCH, 2010.**

CITY OF BLACK DIAMOND:

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Rebecca Olness, Mayor

Attest:

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Brenda L. Martinez, City Clerk

## **Amendment #1 to Professional Services Agreement between RH2 Engineering, Inc and the City of Black Diamond**

This Professional Services Agreement Amendment is dated March 4, 2010 and is entered into by and between:

CITY OF BLACK DIAMOND, WASHINGTON (the "City")  
24301 Roberts Drive  
Black Diamond, WA 98010  
Contact: Seth Boettcher, Public Works Director  
Phone: 360-886-2560 Fax : 360-886-2592

and

RH2 Engineering, Inc. ("Consultant")  
12100 NE 195<sup>th</sup> Street, Suite 100  
Bothell, WA 98011  
Contact: Dan, Ervin, P.E.  
Phone: 425-951-5400 Fax: 425-398-2774

The City and Consultant agree to amend the Agreement as follows:

1. The services set forth in Attachment A hereto are added to the Scope of Work under the Agreement. Consultant shall satisfactorily perform the services set forth in Attachment A in accordance with the terms of the attachment and the Agreement.
2. Consultant shall be compensated for timely and satisfactory completion of the services set forth in Attachment A in accordance with Attachment B and C. Compensation for these services shall not exceed \$24,886.
3. Except as expressly modified by this amendment, all other terms and conditions of the Agreement remain unchanged.

CITY OF BLACK DIAMOND

RH2 Consulting Engineering, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Rebecca Olness

Its: Mayor

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

By:

\_\_\_\_\_  
Brenda L. Martinez  
City Clerk



City of Black Diamond

**Attachment A – Scope of Work**

Wastewater Storage Alternative – Revised Pre-Design Report

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**Background:**

King County is responsible for providing sewage conveyance and treatment in Black Diamond. King County also operates a lift station and sewage transmission pipelines in Black Diamond to meet their responsibility. The lift station and force main do not have sufficient capacity to meet the long term growth in the City and King County has proposed a series of projects to provide both short term and long term capacity. The project that provides short term capacity includes the construction of underground storage facilities near existing Lift Station G.

Black Diamond does not currently support the County's plan to provide storage at Lift Station G and proposed an alternative storage location (and an alternative storage configuration known as "West Alternative"). The alternative was developed in conjunction with staff at Pacific West Engineering and that alternative was described in a predesign report that was transmitted to King County.

King County does not believe the West Alternative proposed by the City is a viable solution and offered feedback describing several fatal flaws via letter on January 22, 2010.

Black Diamond does not think that the West Alternative is fatally flawed and believes the facility can be modified to meet King

County criteria and provide a facility that meets the needs of King County.

This Scope of Work includes the work necessary to re-conceptualize the West Alternative to provide a facility that is equivalent or superior to the County's preferred facility at Lift Station G. It also includes the preparation of a revised pre-design report addressing the items in the County's January 22 letter and the work necessary to support the pre-design report to County staff and to Yarrow Bay Development.

**Objectives:**

Develop an alternative plan for an underground wastewater storage facility that maintains a preset peak flow rate in the regional trunk main leaving Black Diamond and meets the O&M requirements identified by King County in their January 22<sup>nd</sup> letter to Black Diamond. The storage facility not only prevents off-site flow in excess of the preset amount but allows additional development within Black Diamond.

Prepare a predesign report that describes the hydraulics, the mechanics and the operation of the alternative facility. The predesign report will include sufficient detail to address each of the concerns described by King County and to show that the alternative facility is equal to or superior to the facility preferred by King County at Lift Station G.

Meet with King County staff as necessary to describe the proposed alternative facilities. Prepare additional technical information as necessary to support the alternative facility and obtain King County endorsement. Meet with Yarrow Bay Development as necessary to describe the facility and ensure that the proposed sewer system expansion is compatible with the design and the County's operating requirements.

### **Task 1 – Orientation**

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Obtain copies of reports, memos and letters prepared by King County in conjunction with expanding wastewater capacity in Black Diamond. Obtain copies of the predesign report prepared by Pac West Engineering for the West Alternative. Obtain copies of the most current development plans by Yarrow Bay Communities including land ownership maps, preferred land use plans and proposed facility improvements.

Review these materials in order to develop a detailed understanding of the geography, geology and hydraulics regarding wastewater flows and potential locations for future facilities.

Deliverables:

- None

### **Task 2 – Develop Alternative**

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Develop a hydraulic schematic of the County's preferred alternative at Lift Station G. Transpose this schematic to the proposed West Alternative site and develop a list of operating features that are 1) the same, 2)

different but equivalent and 3) different and not equivalent. Compare the list with the fatal flaw items listed in the County's January 22<sup>nd</sup> letter and develop a matrix of items that can be addressed by reconfiguring the facility and those that must be addressed off site.

Develop a site plan and facility schematic incorporating the revisions necessary for hydraulic compliance or equivalency. The alternative will specifically address the following County concerns:

- Orifice details designed to prevent excess flows yet be stable and easy to maintain (including odor abatement features),
- A storage structure that is off-line and that receives wastewater only on the same frequency as the County's preferred alternative,
- A storage structure that is as easy to access and maintain as the County's preferred alternative following a storage event,
- A preferred site and site plan that meets County land use standards, is an asset to the surrounding neighborhoods, is an asset to the Black Diamond community and that has joint-use opportunities,
- At least one alternative site and site plan within the Black Diamond UGA that meets Black Diamond land use requirements and that would be available for construction within the next 6 months.
- Odor related to long-residence times and septic conditions. Alternatives

for mitigating and eliminating odor and a recommended alternative.

Develop a plan that describes the design and operation of the future wastewater collection system and pumping system to support growth in the City, using the alternative facility as the discharge location. The pumping system will be designed and constrained to have the same reliability (and no more complexity) as though the County had completed their preferred storage facility at Lift Station G. This will include the potential for overflows, the impacts of “slug flows” from pump cycles, the configuration and complexity of the telemetry and control system and the operating constraints. Develop a plan that ensures future flows into Lift Station G do not exceed existing lift station capacity. *The city will provide a sewer flow model of the City’s sewer system*

**Deliverables:**

- Map of potential alternative sites
- Hydraulic schematic of preferred alternative
- Site plan at preferred alternative site
- Standard detail for future lift stations
- Map of collection system showing methods for preventing excess flows to LSG
- Backup calculations and correspondence to support the above

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### **Task 3 – Prepare Report**

Prepare and produce a predesign report that addresses the concerns raised in the County letter of January 22<sup>nd</sup>. It is assumed that the report will replace the previous report

prepared by Pac West and will not rely on the Pac West report. The report will include figures, maps and preliminary plans designed to describe a facility that meets or exceeds all of the criteria established by the County for operation, maintenance and community impacts.

Due to the compressed delivery schedule, the report will not include hydraulic models of the existing or proposed collection system. Rather, in order to address the County’s concerns, the new facility will replicate the inlet conditions at Lift Station G in order to provide an “equivalent” facility. Further, the predesign report will not include qualitative analysis of the potential odor impacts but will instead replicate the frequency, volume and duration of storage events with the County’s preferred alternative. This will ensure that the City’s alternative is equivalent to the County’s alternative.

The report will include construction cost estimates using the same basis as the County alternative. In addition, it will include a project/construction schedule that is compatible with the MPD application currently under consideration by the City.

**Deliverables:**

- 10 copies of draft of the pre-design report for comment and editing
- 50 copies of the completed report for distribution

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### **Task 4 – Agency Support**

This task is intended to provide the technical support necessary to ensure that King County and Yarrow Bay Development gain

an unambiguous understanding of the City's preferred alternative. It includes work that cannot be anticipated until the report is completed and the County has been engaged in a review effort.

This task also includes the work necessary to ensure that the alternative meets City requirements and standards. This includes meetings with staff, the administration (as requested by staff) and the Council and public (as requested by staff).

Deliverables:

- Attendance at two presentation meetings
- Presentation materials as necessary to describe and support the predesign report

## **Schedule**

Time is of the essence as this project impacts the current MPD application which is currently under review. For this reason, the consultant intends to rely on a strategy that compares and equates the City's preferred alternative with the County's preferred alternative. Although this strategy may eliminate some hydraulic options that might prove beneficial, it has the potential to be completed quickly.

The draft predesign report will be completed and ready for City review and comment within three weeks of receiving the information necessary for Task 1. The delivery of final documents will depend on the magnitude of changes requested by the City but is generally expected to be completed within a week of receiving comments.

City of Black Diamond  
**Attachment B - Fee Estimate**

## Task 1 - Orientation

Obtain Documents	2	\$	376
Review Documents	8	\$	1,504
Summarize Key Items	2	\$	376
Subtotal	12	\$	2,256

0	\$	-
0	\$	-
0	\$	-
0	\$	-

0	\$	-
0	\$	-
0	\$	-
0	\$	-

Expenses
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## Task 2 - Develop Alternatives

Storage Configuration	2	\$	376
Site Options	2	\$	376
Control Configuration	4	\$	752
Collection System Impacts	2	\$	376
Hydraulic Impacts	2	\$	376
Maps and Figures	4	\$	752
Subtotal	16	\$	3,008

4	\$	668
6	\$	1,002
0	\$	-
8	\$	1,336
8	\$	1,336
4	\$	668
30	\$	5,010

[illegible]

\$ 1,000
\$ 1,000

### Task 3 - Prepare Report

Draft Text	8	\$	1,504
Draft Figures	4	\$	752
Review w/ BD Staff and Edit	8	\$	1,504
Subtotal	20	\$	3,760

4	\$	668
4	\$	668
0	\$	-
8	\$	1,336

8	\$	1,336
4	\$	668
0	\$	-
12	\$	2,004

\$	750
\$	750
\$	1,500

### Task 4 - Agency Support

Presentation Materials	8	\$	1,504
Attend Meetings (incl Prep)	16	\$	3,008
Subtotal	24	\$	4,512

0	\$	-
0	\$	-
0	\$	-

0	\$	-
0	\$	-
0	\$	-

\$	500
\$	500

Subtotal	\$ 13,536	\$ 6,346	\$ 2,004	\$ 3,000
Total (estimated cost)				\$ 24,886



**ATTACHMENT C**  
**RH2 Engineering**  
**SCHEDULE OF RATES AND CHARGES**

**2010 HOURLY RATES**

CLASSIFICATION		RATE	CLASSIFICATION		RATE
Professional	IX	\$188.00	Technician	IV	\$120.00
Professional	VIII	\$188.00	Technician	III	\$112.00
Professional	VII	\$180.00	Technician	II	\$83.00
			Technician	I	\$78.00
Professional	VI	\$167.00			
Professional	V	\$159.00	Administrative	V	\$111.00
Professional	IV	\$149.00	Administrative	IV	\$93.00
			Administrative	III	\$79.00
Professional	III	\$139.00	Administrative	II	\$64.00
Professional	II	\$130.00	Administrative	I	\$54.00
Professional	I	\$118.00			

**IN-HOUSE SERVICES**

In-house copies (each)	8 1/2" X 11"	\$0.07	CAD Plots	Large	\$10.00
In-house copies (each)	8 1/2" X 14"	\$0.08	CAD Plots	Full Size	\$5.00
In-house copies (each)	11" X 17"	\$0.14	CAD Plots	Half Size	\$2.00
In-house copies (color) (each)	8 1/2" X 11"	\$0.85	GIS System	Per Hour	\$10.00
In-house copies (color) (each)	8 1/2" X 14"	\$1.50	GIS Plots	Per Plot	\$5.00
In-house copies (color) (each)	11 X 17"	\$1.70	In-house Computer	Per Hour	\$9.00
FAX (each sheet)		\$1.00	Mileage	Per Mile	\$0.50
In-house CAD System	Per Hour	\$25.00	Digital Camera	Per Day	\$10.00
			Digital Camera	Per Week	\$30.00
			Digital Camera	Per Month	\$90.00

\*Note: At project completion all digital photos can be supplied to the client on CD, upon request.

**PURCHASED SERVICES**

All subconsultant services are billed at cost plus 15%.

**CHANGES IN RATES**

Rates listed here are adjusted annually. The current, most recent schedule of hourly rates are used for billing purposes. Payment for work accomplished shall be on the basis of hourly rates in effect at the time of billing plus direct expenses and outside services as stated in this Exhibit.

STAFF REPORT  
RH2 TECHNICAL SERVICES AGREEMENT AMENDMENT # 1  
WASTEWATER STORAGE ALTERNATIVE –REVISED PRE-DESIGN REPORT

**Background:**

King County provides the conveyance and treatment of sewage from Black Diamond by contract. Part of their responsibility is to provide for new capacity to carry the sewage from Black Diamond to the treatment plant as the City grows. One way for the County to provide more conveyance capacity of sewage out of Black Diamond is to provide storage of peak sewage discharge events that would exceed the downstream trunk line and then discharge the stored sewage once the peak event has passed. King County prepared a draft Alternative Analysis Report dated May 2009. King County came up with a preferred location along the core wetland just west of the old downtown Black Diamond.

**City Planning / County response**

During this past year the City also has been planning for the most efficient way to collect sewage within the City. Coming out of that effort the City adopted a general sewage collection plan for the future growth within the City as part of the City Comprehensive Plan adopted in June 2009. The City's Comprehensive plan proposes central collection to a point in the western portion of the City. Starting in February 2009 the City also hired PacWest to take the city planning effort and update the City's Sewer Comprehensive Plan. The city is expecting a draft sewer comprehensive plan around the end of February. As part of this effort the City received an early technical report on the merits of a sewage storage location in the western portion of the city. The technical report was sent to King County for their review. There were several areas of concern noted by King County (see attached technical response letter) including concerns about odor, perception that storage out west could not be considered as an "off-line" facility, felt that the storage could not be located outside the UGA, and concerns about the ability of the City to limit flows to pumps station G.

**Evaluation of County's response**

The City Staff, in consultation with Dan Ervin, has reviewed the County's concerns in detail and are confident that each of the concerns raised can be addressed by design features of the proposed western sewage storage facility. The site location for King County's sewage storage has a large impact to the cost of constructing new facilities for the growing city of Black Diamond. The site location for KC sewage storage will make a large difference in the disruption of existing neighborhoods and the environment. Since there is also an advantage to Yarrow Bay for a western sewage storage location of King County's Facilities, they have agreed to fund a preliminary design of a western storage option that will address King County's concerns.

**Engineer**

The City staff has selected RH2 to provide us with this engineering as they have expertise in these types of facilities and are somewhat familiar with the City and King County's sewer system when they set up Infiltration and Inflow monitoring on the City's system a few years ago. The attached scope was written to address the issues raised by King County.

**Budget**

Yarrow Bay has agreed to fund this work as a reimbursable cost through the MPD review. \$50,000 is on deposit.

February 8, 2010

Seth Boettcher  
CITY OF BLACK DIAMOND  
Public Works Department  
P.O. Box 599  
Black Diamond, WA 98010

Re: Wastewater Storage Facility Study

Dear Seth;

Thank you for the opportunity to review the scope of work prepared by RH2 as it relates to studying the "West Alternative" of the Wastewater Storage Facility. As we have proposed this wastewater storage facility as part of Yarrow Bay's MPDs, and the facility is necessary to allow construction of the MPDs beyond a certain threshold, we understand that this work is necessary as part of the review of the MPDs. Please accept this letter as our acknowledgement that these costs will be passed through to us as part of the permit review process, and we will pay those costs as we receive them.

Thank you for your attention to this matter. Please do not hesitate to contact me with any questions.

Sincerely,



Ryan J. Kohlmann, AICP  
Senior Project Manager





King County Preferred Tank Location



# iMAP



(C) 2010 King County

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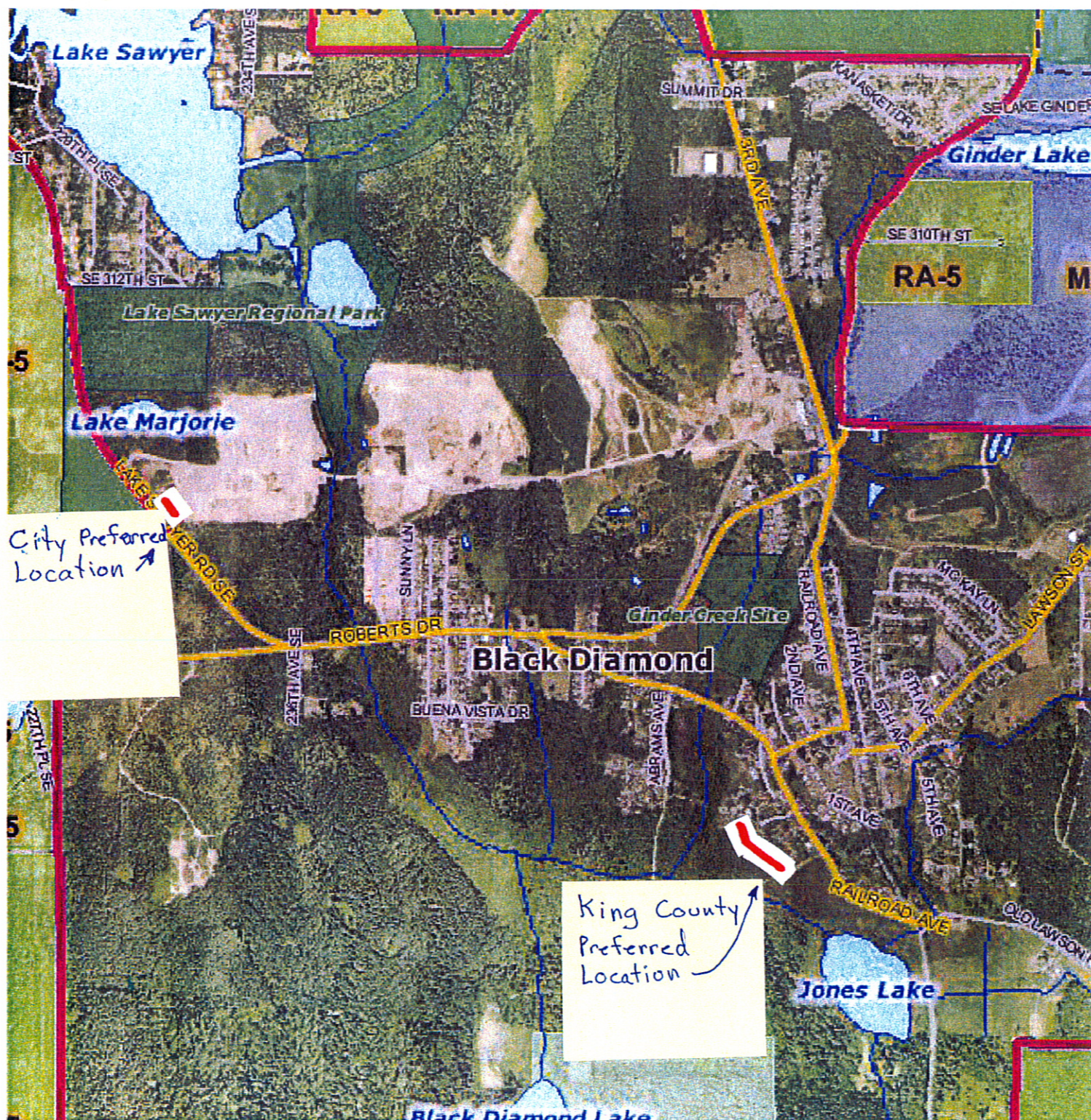
Date: 2/24/2010 Source: King County iMAP - Property Information (<http://www.metrokc.gov/GIS/iMAP>)



King County

## City Preferred Tank Location







RESOLUTION NO. 10-666

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON  
AUTHORIZING A CONTRACT WITH RH2 ENGINEERING  
FOR TECHNICAL REVIEW SERVICES OF THE LAWSON  
HILLS AND VILLAGES MASTER PLANNED  
DEVELOPMENT APPLICATIONS

**WHEREAS**, the City does not have the staff level or the full range of expertise to provide comprehensive and timely review of the Lawson Hills and Villages Master Planned Development Applications; and

**WHEREAS**, RH2 has been determined to be the most qualified consultant to efficiently review the Master Planned Developments with respect to water and sewer infrastructure and provide a high level of experience with Master Planned Development agreement negotiations and project implementation; and


**WHEREAS**, the Master Planned Development codes provide for reimbursement of costs associated with the review of the applications;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:**

**Section 1.** The Mayor is authorized to execute a contract with RH2 Engineering to provide Technical Review Services of the Lawson Hills and Villages Master Planned Development applications with respect to water and sewer as attached hereto as Exhibit A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 21<sup>ST</sup> DAY OF JANUARY, 2010.**

CITY OF BLACK DIAMOND:

  
Rebecca Olness, Mayor

Attest:

  
Brenda L. Martinez, City Clerk



**CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (the or this "Agreement"), for reference purposes only, is dated January 11, 2010 and is entered into by and between

CITY OF BLACK DIAMOND, WASHINGTON (the "City")

24301 Roberts Drive

Black Diamond, WA 98010

Contact: Seth Boettcher, Public Works Director Phone: 360-886-2560 Fax : 360-886-2592

and

RH2 Engineering, Inc. ("Consultant")

12100 NE 195<sup>th</sup> Street Suite 100

Bothell, WA 98011

Contact: Dan Ervin, P.E. Phone: 425-951-5400 Fax: 425-398-2774

Tax Id No.: 91-1108443

for professional services in connection with the following project:

Master Planning Development Assistance. Scope of services is outlined in Exhibit A – Scope of Work.

**TERMS AND CONDITIONS****1. Services by Consultant**

1.1 The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to this Agreement.

1.2 Consultant represents and warrants that it, its staff to be assigned to the Project, and its subconsultants and their staff have the requisite training, skill, and experience necessary to provide the services required by this Agreement and are appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant and its subconsultants under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

**2. Schedule of Work**

2.1 Consultant shall perform the services described in the Scope of Work prior to February 1, 2010 (or as amended by City).

2.2 Time is of the essence as to the work provided in the Scope of Work. Consultant will diligently proceed with the work and shall assure that it, and its subconsultants, will have adequate staffing at all times in order to complete the Scope of Work in a timely manner. If

factors beyond Consultant's control that could not have been reasonably foreseen as of the date of this Agreement cause delay, then the parties will negotiate in good faith to determine whether an extension is appropriate. The Consultant shall provide the City with written notice of any delay, or potential delay that may trigger the need for a time extension within 3 business days after the Consultant becomes aware of the delay or potential delay.

2.3 Consultant is authorized to proceed with services upon email authorization.

### 3. Compensation

TIME AND MATERIALS. Compensation for the services provided in the Scope of Work shall be on a time and materials basis not to exceed \$18,000 according to the schedule of billing rates and reimbursable expenses attached hereto as Exhibit "B."

### 4. Payment

4.1 Consultant shall maintain time and expense records and provide them to the City monthly, along with monthly invoices, in a format acceptable to the City for work performed to the date of the invoice.

4.2 All invoices shall be paid by City warrant within sixty (60) days of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

4.3 Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Consultant shall make copies available to the City on request.

4.4 If the services rendered do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

### 5. Discrimination and Compliance with Laws

5.1 Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

5.2 Consultant and its subconsultants shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

5.3 Any violation of this Section 5 shall be a material breach of this Agreement and grounds for immediate cancellation, termination, or suspension of the Agreement by the City, in whole or in part, and may result in Consultant's ineligibility to conduct further work for the City.

### 6. Suspension and Termination of Agreement

6.1 The City reserves the right to terminate or suspend this Agreement at any time, without cause, by giving Consultant notice in writing ten (10) days prior to the termination or suspension date. In the event of termination, all finished or unfinished reports, or other material prepared by Consultant pursuant to this Agreement, shall be submitted to the City. In the event the City terminates this Agreement prior to completion without cause, Consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to compensation for any satisfactory work completed on the Project prior to the date of suspension or termination.

6.2 Any notice from the City to Consultant regarding the suspension of this Agreement shall specify the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to Consultant's reasonable expenses and shall be subject to verification. Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

## **7. Standard of Care**

7.1 Consultant represents and warrants that it has the requisite training, skill, and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services Consultant provides under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

## **8. Ownership of Work Product**

8.1 Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled, or produced as a result of this Agreement, whether or not completed, shall be vested in the City and shall be submitted to the City upon termination of this Agreement. Any reuse of these materials by the City for projects or purposes other than those that fall within the scope of this Agreement and the Project to which it relates, without written concurrence by Consultant, will be at the sole risk of the City.

8.2 The City acknowledges Consultant's documents as instruments of professional service. Nevertheless, the documents prepared under this Agreement shall become the property of the City upon completion of the work. The City agrees to hold harmless and indemnify Consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of the City's reuse of such documents beyond the use for which they were originally intended without the written authorization of Consultant.

8.3 Methodology, software, logic, and systems developed under this Agreement are the property of Consultant and the City, and may be used as either Consultant or the City see fit, including the right to revise or publish the same without limitation.

## **9. Indemnification/Hold Harmless**

9.1 Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising directly or indirectly out of or resulting from the acts, errors, or omissions of Consultant or its subconsultants in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

## 10. Insurance

10.1 Consultant shall procure and maintain for the duration of the Agreement, and shall provide proof satisfactory to the City that such insurance is procured and maintained by each of its subconsultants, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees.

10.2 Consultant shall procure and maintain the following types and amounts of insurance:

a. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. This insurance shall have a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

b. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors, personal injury, and advertising injury. This insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

d. Professional Liability insurance appropriate to Consultant's profession, with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

10.3 The Automobile Liability, Commercial General Liability, and Professional Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

a. Consultant's insurance coverage shall be primary insurance vis-à-vis the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess over Consultant's insurance and shall not contribute with it.

b. Consultant's insurance shall be endorsed to state that coverage shall not be cancelled, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

10.4 The City shall be named as an additional insured under Consultant's Automobile Liability and Commercial General Liability insurance policies with respect to the work to be performed for the City pursuant to this Agreement.

10.5 Insurance shall be placed with insurers with a current A.M. Best rating of not less than A:VII.



10.6 Declaration pages issued by the insurance carriers for the policies mentioned in this Section 10 showing such insurance to be in force shall be filed with the City not less than ten (10) days following both parties signing this Agreement and before commencement of the work. In addition, the City may request, in writing, a full copy from Consultant of any insurance policy. Consultant must procure and maintain pursuant to this Agreement and Consultant must provide such copy to the City within ten (10) days of Consultant's receipt of the City's request. Any policy or required insurance written on a claims-made basis shall provide coverage as to all claims arising out of the services performed under this Agreement and for three (3) years following completion of the services to be performed. It shall be a material breach of this Agreement for Consultant to fail to procure and maintain the insurance required by this Section 10 or to provide the proof of such insurance to the City as provided for in this Agreement.

#### 11. Assigning or Subcontracting

11.1 Consultant shall not assign, transfer, subcontract, or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld at the sole discretion of the City.

#### 12. Independent Contractor

12.1 Consultant and its subconsultants are, and shall be at all times during the term of this Agreement, independent contractors.

#### 13. Notice

13.1 All notices required by this Agreement shall be considered properly delivered when personally delivered, when received by facsimile, or on the third day following mailing, postage prepaid, certified mail, return receipt requested to:

City: City Administrator  
City of Black Diamond  
P.O. Box 599  
Black Diamond, WA 98010  
Fax: 360-886-2592

With a copy to: City Attorney  
Noel Treat  
Kenyon Disend, PLLC  
Issaquah, WA 98027-3820  
Fax: 425-392-7071

Consultant: Dan Ervin, P.E.  
RH2 Engineering, Inc  
12100 NE 195<sup>th</sup> Street Suite 100  
Bothell, WA 98011  
Fax: 425-398-2774

**14. Disputes**

14.1 Any action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington. Venue shall be in King County Superior Court, Kent, Washington.

**15. Attorney Fees**

15.1 In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party.

**16. General Administration and Management on Behalf of the City**

16.1 The City Administrator for the City, or his designee, shall review and approve Consultant's invoices to the City under this Agreement and shall have primary responsibility for overseeing and approving work or services to be performed by Consultant.

**17. Extent of Agreement/Modification**

17.1 This Agreement, together with any attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended, modified, or added to by written instrument properly signed by both parties. The parties acknowledge the general contract rule that a clause in a contract, such as this one, prohibiting oral modifications is itself generally subject to oral modification. However, in order to ensure certainty as to the terms and conditions of this Agreement, the parties waive this general contract rule.

CITY OF BLACK DIAMOND

By: Rebecca Olness

Rebecca Olness

Its: Mayor

Date: 1-22-10

Attest:

By: Rachel P. Hyl for

Brenda L. Martinez

City Clerk

CONSULTANT

By: Richard H. Haggert

Printed Name: Richard H. Haggert

Its: PRESIDENT

Date: 1/28/10

# CITY COUNCIL AGENDA BILL

City of Black Diamond  
Post Office Box 599  
Black Diamond, WA 98010

ITEM INFORMATION			
<b>SUBJECT:</b> <b>Resolution No. 10-676, authorizing award bid additive alternate A – 2 for street lights on the Railroad Avenue Street Improvement Project for \$26,000 and \$5651.18 for the LED Upgrade</b>	<b>Agenda Date: March 4, 2010</b>		<b>AB10-020</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Olness		
	City Administrator ---		
	City Attorney – Noel Treat		X
	City Clerk – Brenda L. Martinez		
	Finance – May Miller		
	Public Works – Seth Boettcher	X	
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Cost Impact: \$31,651.18	Court – Stephanie Metcalf		
Fund Source: Street Capital budget			
Timeline: Project to be substantially complete by Memorial Day			
<b>Attachments: Resolution No. 10-676, JR Hayes proposal, abbreviated bid tab, project budget info.</b>			
SUMMARY STATEMENTS			
<p>The Railroad Avenue bid documents included street lights but at the time the plan set was put together LED fixtures were not available from the street light manufacturer so High Pressure Sodium fixtures were called out. After the project was advertised in November 2009, several Councilmembers wanted further investigation on the availability of LED fixtures. JR Hayes &amp; Sons, Inc. is under contract, the City has the authority to negotiate changes with the contract. Staff requested that JR Hayes &amp; Sons, Inc. investigate the availability and price of LED fixtures/poles. JR Hayes &amp; Sons, Inc. was able to find LED fixtures compatible with the City selected street light pole.</p> <p>The LED upgrade will cost an additional \$942 per street light. The Council adopted in June, as part of the design and construction standards, street lights with LED fixtures.</p> <p>Whereas there is a long lead time on the delivery of the street lights, it is recommended that the contractor be given a decision as soon as possible.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: Committee discussed February 23, 2010			
<b>RECOMMENDED ACTION: MOTION to adopt Resolution No. 10-676, authorizing the Mayor to order JR Hayes &amp; Sons, Inc. to install street lights for the Railroad Avenue Street Improvement Project according to the existing bid and contract and order the upgrade of the street lights from High Pressure Sodium fixtures to LED fixtures according to the upgrade cost of \$5651.18 submitted by JR. Hayes.</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
March 4, 2010			

**RESOLUTION NO. NO. 10-676**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF BLACK DIAMOND, KING COUNTY,  
WASHINGTON, AWARDED BID ALTERNATE A – 2  
FOR STREET LIGHTS ON THE RAILROAD  
AVENUE IMPROVEMENT PROJECT**

**WHEREAS**, the City of Black Diamond solicited bids for the Railroad Avenue Improvement Project; and

**WHEREAS**, JR Hayes & Sons, Inc. was the lowest responsible bidder and following City Council approval, the City has contracted with J.R. Hayes to perform the project; and

**WHEREAS**, the installation of certain street lights was an additive alternative bid option within the formal competitive bid process in which J.R. Hayes was the successful bidder, and

**WHEREAS**, the City Council has expressed a preference for LED (light emitting diodes) fixtures to be installed as a part of the street lighting portion of the Project; and

**WHEREAS**, requiring LED fixtures is an insubstantial change to the project and J.R. Hayes will provide LED fixtures at an additional cost of \$5,651.18; and

**WHEREAS**, the City has elected to proceed with the street light portion of the Project as bid by Hayes with the addition of LED fixtures; and

**WHEREAS**, the City of Black Diamond has budgeted for the Railroad Avenue Street Improvement Project and the street light addition is within the available budget;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:**

**Section 1.** The Mayor is authorized to award the additive alternate A-2 bid in the amount of \$26,000 to J.R. Hayes and Sons, Inc. for street lights for the Railroad Avenue Street Improvement Project along with the upgrade cost for LED fixture heads at an additional cost of \$5651.18, not to exceed \$31,651.18 as attached hereto as Exhibit A.



PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,  
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 4<sup>TH</sup> DAY OF  
MARCH, 2010.

CITY OF BLACK DIAMOND:

---

Mayor Rebecca Olness

Attest:

---

Brenda L. Martinez, City Clerk



Site Development General Contractor  
JR HAY 5114513

## Change Request Proposal

Project: 1010004 / Railroad Ave Blk Diamond  
(name and Railroad Avenue  
address) Black Diamond, WA 98010

Customer: City of Black Diamond

Change request number: 1002  
Description: RC4 Lt Standard w/LED  
Status: Proposed  
Origination date: 2/22/2010 12:00:00 AM  
Contract Number: #6-P-800(001)-1

### Notice to Proceed

Submitted date:  
Received date:  
Rough order of magnitude: 0.00

### Quotation

Submitted date: 2/22/2010 12:00:00 AM  
Due date:  
Submitted amount: 5,651.18  
Requested days delay: 0

### Notes

Additional cost for upgrading the fixtures from HID to LED model.  
Mark up at 12%.

### Revenue Detail

Billing Group/Item	Description	Quantity	UM	Unit Price	Revenue
99 99	LED in lieu of HID		T&M		5,045.70
99 99	12% Mark Up		T&M		605.48

Total Revenue For CR 1002 5,651.18

### Approvals

Customer: City of Black Diamond

Authorized Representative: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Contractor: JR Hayes & Sons, Inc.

By: 

Date: 2/24/10



# SIGNAL ELECTRIC

## TIME & MATERIAL WORKSHEET FOR WSDOT

PROJECT: Railroad Ave., Black Diamond		PROJ. NO. 43006		DATE: 2/19/2010	
OWNER: City of Black Diamond					
Work Description: Additional cost for upgrading the fixtures from HID to LED modal.					
MATERIALS & RENTAL COSTS					TOTAL
DESCRIPTION	QTY	UNITS	UNIT PRICE	COST	
76W LED Fixture	6	ea	\$ 695.00	\$ 4,170.00	
				\$ -	
				\$ -	
TOTAL MATERIALS				\$ 4,170.00	
SUBCONTRACTOR					TOTAL
DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	COST	
				\$ -	
TOTAL SUBCONTRACTOR				\$ -	
SERVICES					TOTAL
DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	COST	
				\$ -	
				\$ -	
				\$ -	
TOTAL SERVICES				\$ -	
TOTAL LABOR				\$ -	
LABOR MARKUP				29%	\$ -
TOTAL EQUIPMENT				\$ -	
EQUIPMENT MARKUP				21%	\$ -
TOTAL MATERIALS AND RENTALS				\$ 4,170.00	
MATERIALS AND RENTALS MARKUP				21%	\$ 875.70
SERVICES				\$ -	
SERVICES MARKUP				21%	\$ -
TOTAL SUBCONTRACTOR				\$ -	
SUBCONTRACTOR MARKUP				10%	\$ -
SUBTOTAL				\$ 5,045.70	
WSST 9.0%				9.0%	\$ -
GRAND TOTAL				\$ 5,045.70	

# BID TABULATION

## City of Black Diamond

### Railroad Avenue Roadway Improvements (Sta.0+00 to 13+00)

Prepared by Hammond Collier Wade Livingstone

Bid Opening: December 22, 2009

Item No.	Spec Section	ITEM Description	QUANTIT	UNIT	Bidd
					J.R. Hays UNIT PRICE
1	1	Minor Changes	1	EST	\$10,000.00
2	1	Utility Potholing	8	EA	\$111.61
3	1-10	Flaggers and Spotters	1,000	HR	\$44.13
4	1-10	Temporary Traffic Control Devices	1	LS	\$1,521.68
5	1-07.15	Spill Prevention Control and Countermeasure Plan	1	LS	\$500.00
6	1-09.7	Mobilization	1	LS	\$7,879.75
7	2-01.5	Clearing and Grubbing	1	LS	\$1,521.88
8	2-02.3	Sawcutting	154	LF	\$2.03
9	2-02.5	Removal of Structure & Obstruction	1	LS	\$11,661.95
10	2-03.5	Roadway Excavation Incl. Haul	988	CY	\$5.54
11	2-03.5	Roadway Excavation	575	CY	\$2.73
12	2-03.5	Embankment Compaction	575	CY	\$1.09
13	2-03.5	Select Material	190	CY	\$11.04
14	2-09.5	Shoring or Extra Excavation Cl. B	7,400	SF	\$0.53
15	2-11.5	Trimming and Cleanup	1	LS	\$507.29
16	4-04.5	Crushed Surfacing Top Course	1,971	Ton	\$12.63
17	5-04.5	Planing Bituminous Pavement	350	SY	\$7.61
18	5-04.5	HMA CI 3/4, PG 58-22	1,050	Ton	\$70.00
19	5-04.5	Asphalt Treated Base	1,400	Ton	\$58.00
20	5-04.5	HMA for Approach Cl. 1/2" PG58-22	60	Ton	\$111.55
21	5-04.5	Cold Patch	75	Ton	\$99.00
22	5-04.5	Relocate Existing Utility/Valve Box	1	EA	\$1,140.00
23	7-01.5	Underdrain Pipe 4 In. Diam.	333	LF	\$15.30
24	7-04.5	Profile Wall PVC Storm Sewer Pipe, 12-in. Diam.	636	LF	\$32.60
25					
26	7-04.5	Solid Wall PVC Storm Sewer Pipe, 8-in. Diam.	19	LF	\$37.30
27	7-04.5	Ductile Iron Pipe, 6-In. Diam. Incl. Fittings	1	LS	\$7,440.00
28	7-04.5	Ductile Iron Pipe, 8-in. Diam.	31	LF	\$53.50
29	7-04.5	Ductile Iron Pipe, 18-in. Diam.	811	LF	\$48.70
30	7-04.5	Ductile Iron Pipe 24-In. Diam.	110	LF	\$73.10
31	7-04.5	Plain Conc. Storm Sewer Pipe 12-inch Diam.	15	LF	\$106.00
32	7-04.5	Corrugated Polyethylene Storm Sewer Pipe 36-inch Diam.	4	LF	\$264.00
33	7-04.5	Corrugated Polyethylene Storm Sewer Pipe 60-inch Diam.	85	LF	\$167.00
34	7-04.5	Trench Drain	450	LF	\$100.00
35	7-05.5	Catch Basin Type 1	4	EA	\$943.00
36	7-05.5	Catch Basin Type 2 48-in. Diam.	9	EA	\$1,970.00
37	7-05.5	Catch Basin Type 2 60-in. Diam.	1	EA	\$3,230.00
38	7-05.5	Catch Basin Type 2 Control Structure - 72-in. Diam.	1	EA	\$5,070.00
39	7-05.5	Stormfilter Catch Basin (4-Cardridge)	3	EA	\$24,000.00
40	7-05.5	Adjust Manhole	4	EA	\$155.00
41	7-20.5	Adjust Utility/Valve Box	24	EA	\$155.00
42	8-01.5	Temporary Erosion and Sediment Control	1	LS	\$7,315.39
43	8-01.5	Inlet Protection and Maintenance	12	EA	\$71.01
44	8-01.5	Interceptor Swale	395	LF	\$1.16
45	8-01.5	Dispersion Trench	45	LF	\$14.20
46	8-01.5	Top Soil	80	CY	\$30.00
47	8-01.5	Bark Mulch	25	CY	\$32.00
48	8-01.5	Seeding and Fertilizing	2,930	SY	\$0.72
49	8-02.5	PSIPE Koelreuteria Paniculata	3	EA	\$275.00



50	8-02.5	PSIPE Buxus Microphyllia	33	EA	\$30.00
51	8-02.5	PSIPE Mahonia Nervosa	1,000	EA	\$4.00
52	8-02.5	PSIPE Hemerocallis	120	EA	\$4.50
53	8-02.5	PSIPE Narcissus	120	EA	\$2.00
54	8-04.5	Cement Conc. Traffic Curb and Gutter	852	LF	\$18.26
55	8-04.5	Rolled Curb	20	LF	\$20.29
56	8-04.5	Cement Conc. Traffic Curb	113	LF	\$18.26
57	8-06.5	Cement Conc. Driveway Approach	18	SY	\$40.58
58	8-11.5	Timber Barrier Guardrail	145	LF	\$49.91
59	8-12.5	4' High Wood Fence	162	LF	\$27.42
60	8-12.5	Post and Rail Fence	53	LF	\$15.13
61	8-13.5	Remove and Reset Monument, Case and Cover	2	EA	\$760.86
62	8-14.5	Cement Conc. Test Panel	3	EA	\$408.83
63	8-14.5	Cement Conc. Sidewalk	476	SY	\$29.42
64	8-14.5	Cement Conc. Sidewalk 8" thick	85	SY	\$55.80
65	8-14.5	Cement Concrete Sidewalk Ramp Type 2	3	EA	\$913.03
66	8-14.5	Cement Concrete Stairs	1	LS	\$466.66
67	8-14.5	Bike Plaza	1	LS	\$1,485.19
68	8-18.5	Mailbox Cluster	1	EA	\$1,217.37
69	8-19.5	Precast Wheel Stop	62	EA	\$65.94
70	8-20.5	Conduit Pipe 2 inch Diameter - Sch. 80	890	LF	\$4.60
71	8-20.5	Conduit Pipe 3 Inch Diameter - Sch. 80	10	LF	\$5.60
72	8-20.5	Conduit Pipe 4 Inch Diameter - Sch. 80	270	LF	\$7.00
73	8-20.5	Junction Box Type 1	8	EA	\$300.00
73A	8-20.5	Junction Box Type 4	4	EA	\$2,600.00
74	8-20.5	Controller Cabinet	1	LS	\$4,432.00
75	8-21.5	Permanent Signing	1	LS	\$3,043.42
76	8-21.5	Project Sign	1	EA	\$507.24
77	8-22.5	Painted Access Parking Space Symbol with Background	4	EA	\$45.65
78	8-22.5	Paint Line	6,100	LF	\$0.36
79	8-22.5	Painted Yield Line Symbol (Type 1)	10	EA	\$20.29
80	8-22.5	Painted Stop Line	30	LF	\$1.01
81	8-22.5	Paint Crosswalk Line	260	SF	\$1.52
82	8-24.5	Railroad Tie Wall	120	SF	\$16.99
83	8-24.5	Gravity Block Wall	196	SF	\$16.23
84	8-24.5	Ultra Block Wall	1,000	SF	\$15.72

Additive Bid Schedule

A-1	7-20.5	Adjust Gas Valve Box	5	EA	\$155.00
<b>A-2</b>	<b>8-20-5</b>	<b>Light Standards with Wiring</b>	<b>1</b>	<b>LS</b>	<b>\$26,000.00</b>

## Project budget info.

The blue font represents new information from the last budget summary.

<b>Budget Funding</b>	<b>\$1,099,416</b>	TIB Grant of \$867,359* + Real Estate Excise Tax + potential storm water funding
Less	\$117,751	Design engineering by HCWL
Less	\$700	City Attorney charges
Less	\$12,300	Right-of-way expenses
Less	\$2000	Miscellaneous expenses
<b>Balance</b>	<b>\$966,665</b>	Available for Construction
Less	\$676,731.89	JR Hayes & Sons bid amount
Less	\$7000	testing
Less	\$135,890	Services and expenses during construction, HCWL
Less	\$26,000 *1	Street Light bid award
Less	\$70,000	Contingency for change orders
	\$5651	LED street light upgrade
<b>Balance</b>	<b>\$42,933</b>	Under Budget

\* budget has been adjusted down from TIB grant reduction

\*1 The last budget sheet showed a \$30,000 estimate for the street lights



All King Luminaire fixtures utilizing LED have undergone extensive thermal analysis and testing to ensure that they will meet or exceed an expected operable life of 50,000 hours.

## LED: longer service life

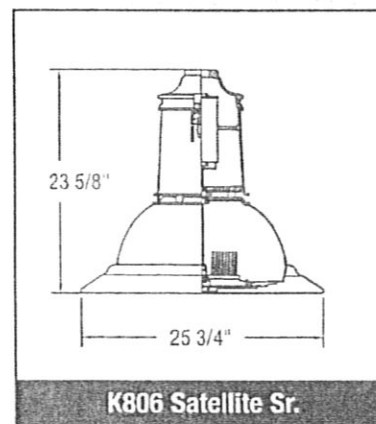
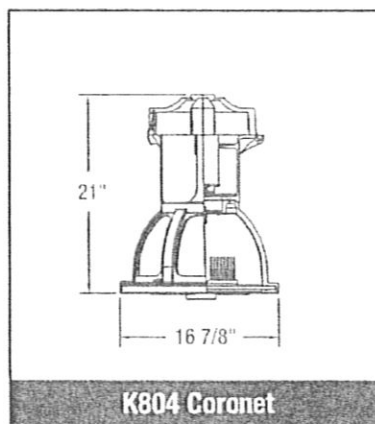
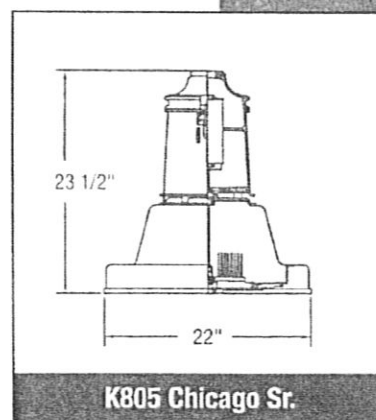
King Luminaire's LED technology is a highly engineered product that is an environmentally friendly and cost saving alternative to traditional HID fixtures. All of our LED pendants are available with the option of flat, sag, shallow and deep lens.

Like all King Luminaire fixtures, our LED line is built with three criteria in mind:

1. Excellent Photometric Performance
2. Ease of Maintenance
3. Design Integrity

The following pendant fixtures will be available in LED with performance comparable to a 70-250W HPS Light Source.

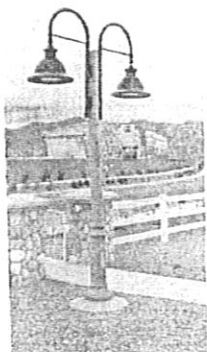
(IES files are available on request)



### Typical Life Expectancy of Various Sources

Incandescent	1300 hours	HPS	24,000 hours	MH	14,000 hours
CFL	9000 hours	Halogen	3500 hours	LED	50,000* hours

\* Expected Life for LED's is given as time at which the emitter(s) will operate at 70% of their initial lumen output known as the L70 rating



# CITY COUNCIL AGENDA BILL

City of Black Diamond  
Post Office Box 599  
Black Diamond, WA 98010

ITEM INFORMATION			
<b>SUBJECT:</b> <b>Resolution 10-677, disapproving recent amendments to the King County Countywide Planning Policies relating to housing and employment growth targets</b>	<b>Agenda Date:</b> <b>March 4, 2010</b>		<b>AB10-021</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Rebecca Olness		X
	City Administrator –		
	City Attorney – Noel Treat		X
	City Clerk – Brenda L. Martinez		
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Cost Impact: None	Parks/Nat. Resources – Aaron Nix		
Fund Source: N/A	Community Develop. – Steve Pilcher	X	
Timeline: N/A			
<b>Attachments: Resolution 10-677, information from King County Council</b>			
<b>SUMMARY STATEMENT:</b>  <p>On January 25<sup>th</sup> of this year, the Metropolitan King County Council approved and ratified amendments to the King County Countywide Planning Policies on behalf of unincorporated King County. Pursuant to interlocal agreement, the amendments become effective when ratified by at least 30% of the city and county governments representing 70% of the total county population. A city is deemed to have ratified the amendments within 90 days unless it takes legislative action to disapprove.</p> <p>The growth targets established for Black Diamond are not reflective of the urban densities anticipated within the Black Diamond Urban Growth Area Agreement (adopted in 1996) or the vested MPD applications currently on file. Staff had previously communicated this oversight into the growth projection process, but the growth potential is not reflected in the proposed growth targets.</p> <p>Staff is recommending the Council formally express its dissatisfaction with the growth projections by taking action to disapprove. If the attached resolution is approved, it will be forwarded to the King County Council.</p>			
<b>COMMITTEE REVIEW AND RECOMMENDATION: None</b>			
<b>RECOMMENDED ACTION:    MOTION to adopt Resolution 10-677, disapproving the proposed amendments to the King County Countywide Planning Policies relating to housing and employment growth targets.</b>			
<b>RECORD OF COUNCIL ACTION</b>			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
March 4, 2010			





## RESOLUTION NO. 10-677

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON DISAPPROVING RECENT AMENDMENTS TO THE KING COUNTY COUNTYWIDE PLANNING POLICIES RELATING TO HOUSING AND EMPLOYMENT GROWTH TARGETS

**WHEREAS**, on January 25, 2010, the Metropolitan King County Council approved and ratified proposed amendments to the King County Countywide Planning Policies (CPP) on behalf of unincorporated King County; and

**WHEREAS**, pursuant to interlocal agreement, amendments become effective when ratified by ordinance or resolution by at least 30 percent of the city and county governments representing 70 percent of the population of King County; and

**WHEREAS**, a city is deemed to have ratified the amendments within 90 days of adoption by King County unless it takes legislative action to disapprove the amendments; and

**WHEREAS**, the 2006 – 2032 proposed housing target for the City of Black Diamond is 1,900 net new units and the proposed employment target for the same time period is 1,050 net new jobs; and

**WHEREAS**, RCW 36.70A.115 requires cities to adopt comprehensive plans and development regulations to provide sufficient land capacity "suitable for development within their jurisdictions to accommodate their allocated housing and employment growth," but does not restrict cities from planning for additional growth; and

**WHEREAS**, in 1996, the City of Black Diamond, King County, and private parties entered into the Black Diamond Urban Growth Area Agreement (BDUGAA), which included significant amounts of undeveloped lands that were anticipated to be annexed into the City and subsequently developed at urban densities; and

**WHEREAS**, the City is in receipt of two large Master Planned Development (MPD) applications that include some of the lands identified in the BDUGAA; and

**WHEREAS**, the MPDs are vested applications and, if approved, are anticipated to result in significantly greater numbers of housing units (over 6000) and jobs (over 2000) in the next 15 – 20 years than reflected in the housing and job targets included in the King County adopted CPPs; and

**WHEREAS**, the City has not yet made a decision about approving or disapproving the MPDs, but it is important that the CPPs accurately reflect the possible growth that could occur should the pending or future development proposals be approved; and

**WHEREAS**, this information has been communicated to the parties responsible for preparing the growth projections, but is not reflected in those projections; and



**WHEREAS**, King County, community groups and private citizens have expressed concern regarding the MPD proposals, noting they will bring more growth to Black Diamond than anticipated in regional growth projections; and

**WHEREAS**, the CPPs should accurately reflect the amount of growth that may occur in Black Diamond should the MPD proposals be approved by the City;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:**

**Section 1.** To disapprove the proposed amendments to the King County Countywide Planning Policies as adopted by King County Ordinance 16747 on January 25, 2010.

**Section 2.** The Mayor is authorized to send notice of this action to King County.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 4TH DAY OF MARCH, 2010.**

CITY OF BLACK DIAMOND:

\_\_\_\_\_  
Rebecca Olness, Mayor

Attest:

\_\_\_\_\_  
Brenda L. Martinez, City Clerk





## King County

### Metropolitan King County Council

Anne Noris, Clerk of the Council

King County Courthouse

516 Third Avenue, Room W1039

Seattle, WA 98104-3272

**Tel: 206-296-1020**

Fax: 206-205-8165

TTY/TDD: 206-296-1024

Email: [anne.noris@kingcounty.gov](mailto:anne.noris@kingcounty.gov)

Web: [www.kingcounty.gov/council/clerk](http://www.kingcounty.gov/council/clerk)

February 17, 2010

The Honorable Rebecca Olness  
City of Black Diamond  
25510 Lawson Street  
P.O. Box 599  
Black Diamond, WA 98010-0599

Dear Mayor Olness:

We are pleased to forward for your consideration and ratification the enclosed amendments to the King County Countywide Planning Policies (CPP).

On January 25, 2010, the Metropolitan King County Council approved and ratified the amendments on behalf of unincorporated King County. The Ordinances became effective February 14, 2010. Copies of the King County Council staff reports, ordinances and Growth Management Planning Council motions are enclosed to assist you in your review of these amendments.

In accordance with the Countywide Planning Policies, FW-1, Step 9, amendments become effective when ratified by ordinance or resolution by at least 30 percent of the city and county governments representing 70 percent of the population of King County according to the interlocal agreement. A city will be deemed to have ratified the amendments to the CPP unless, within 90 days of adoption by King County, the city takes legislative action to disapprove the amendments. **Please note that the 90-day deadline for this amendment is Saturday, May 15, 2010.**

If you adopt any legislation relative to this action, please send a copy of the legislation by the close of business, Friday, May 14, 2010, to Anne Noris, Clerk of the Council, W1039 King County Courthouse, 516 Third Avenue, Seattle, WA 98104, [anne.noris@kingcounty.gov](mailto:anne.noris@kingcounty.gov).





If you have any questions about the amendments or ratification process, please contact Paul Reitenbach, Senior Policy Analyst, King County Department of Development and Environmental Services, at 206-296-6705, or Rick Bautista, Metropolitan King County Council Staff, at 206-296-0329.

Thank you for your prompt attention to this matter.

Sincerely,

Bob Ferguson Dow Constantine

Bob Ferguson, Chair  
Metropolitan King County Council

Dow Constantine  
King County Executive

Enclosures

cc: King County City Planning Directors  
Suburban Cities Association  
Paul Reitenbach, Senior Policy Analyst, DDES  
Rick Bautista, Council Staff, Environment and Transportation Committee  
(ETC)



November 19, 2009

The Honorable Dow Constantine  
Chair, King County Council  
Room 1200  
C O U R T H O U S E

Dear Councilmember Constantine:

I am pleased to submit two motions that have been approved by the Growth Management Planning Council (GMPC). Under the interlocal agreement that established the GMPC, motions are first approved by GMPC. King County Council must then approve the motions and ratify it for the unincorporated area. Finally, the motions are sent to all of the cities in King County for ratification. There are no fiscal impacts to King County government as a result of these motions.

The attached two motions are the result of regional cooperation. Each received unanimous approval by the Growth Management Planning Council; however the City of Seattle representatives abstained from voting on Motion 09-2. The first of these Motions, GMPC Motion 09-1, adopts a work plan and schedule to address the policy framework for allocation of regional services and facilities. The second Motion, GMPC Motion 09-2, amends the Countywide Planning Policies updating existing policies to provide for housing and employment targets for the period 2006-2031. This motion also amends Table LU-1 of the Countywide Planning Policies by replacing the existing Household and Employment Growth Targets for the 2001-2022 period with new Housing and Employment Growth Targets for the 2006-2031 period.

The Honorable Dow Constantine

November 19, 2009

Page 2

For further information regarding this transmittal, please contact Stephanie Warden, Director, Department of Development and Environmental Services, at 206-296-6700 or by email at [Stephanie.warden@kingcounty.gov](mailto:Stephanie.warden@kingcounty.gov).

Sincerely,

Kurt Triplett  
King County Executive

Enclosures

cc: King County Councilmembers

ATTN: Tom Bristow, Interim Chief of Staff

Anne Noris, Clerk of the Council

Frank Abe, Communications Director

Beth Goldberg, Deputy Director, Office of Management and Budget

Stephanie Warden, Director, Department of Development and Environmental  
Services (DDES)

Paul Reitenbach, Comprehensive Plan Project Manager, DDES





# KING COUNTY

1206 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

## Signature Report

January 25, 2010

Ordinance 16747

Proposed No. 2009-0641.1

Sponsors Hague and Phillips

1 AN ORDINANCE adopting amendments to the  
2 Countywide Planning Policies; adopting a work plan and  
3 schedule to address policies related to allocation of regional  
4 services, and adopting new housing and employment  
5 growth targets, and ratifying the amended Countywide  
6 Planning Policies for unincorporated King County; and  
7 amending Ordinance 10450, Section 3, as amended, and  
8 K.C.C. 20.10.030 and Ordinance 10450, Section 4, as  
9 amended, and K.C.C. 20.10.040.

10 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

11 SECTION 1. Findings:

12 A. The metropolitan King County council adopted and ratified the Growth-  
13 Management Planning Council recommended King County 2012 - Countywide Planning  
14 Policies (Phase I) in July 1992, under Ordinance 10450.

15 B. The metropolitan King County council adopted and ratified the Phase II  
16 amendments to the Countywide Planning Policies on August 15, 1994, under Ordinance  
17 11446.

18 C. The Growth Management Planning Council met on October 28, 2009 and  
19 voted to recommend amendments to the King County Countywide Planning Policies,

adopting Motion 09-1 approving a work plan and schedule to address the policy framework for allocation of regional services and facilities as shown in Attachment A to this ordinance and adopting Motion 09-2 amending Table LU-1 of the Countywide Planning Policies and approving related policy amendments as shown on Attachment B to this ordinance.

SECTION 2. Ordinance 10450, Section 3, as amended, and K.C.C. 20.10.030 are each hereby amended to read as follows:

A. The Phase II Amendments to the King County 2012 Countywide Planning Policies attached to Ordinance 11446 are hereby approved and adopted.

B. The Phase II Amendments to the King County 2012 - Countywide Planning Policies are amended, as shown by Attachment 1 to Ordinance 12027.

C. The Phase II Amendments to the King County 2012 - Countywide Planning Policies are amended, as shown by Attachment 1 to Ordinance 12421.

D. The Phase II Amendments to the King County 2012 - Countywide Planning Policies are amended, as shown by Attachments 1 and 2 to Ordinance 13260.

E. The Phase II Amendments to the King County 2012 - Countywide Planning Policies are amended, as shown by Attachments 1 through 4 to Ordinance 13415.

F. The Phase II Amendments to the King County 2012 - Countywide Planning Policies are amended, as shown by Attachments 1 through 3 to Ordinance 13858.

G. The Phase II Amendments to the King County 2012 - Countywide Planning Policies are amended, as shown by Attachment 1 to Ordinance 14390.

H. The Phase II Amendments to the King County 2012 - Countywide Planning Policies are amended, as shown by Attachment 1 to Ordinance 14391.

I. The Phase II Amendments to the King County 2012 - Countywide Planning  
Policies are amended, as shown by Attachment 1 to Ordinance 14392.

J. The Phase II Amendments to the King County 2012 - Countywide Planning  
Policies are amended, as shown by Attachment 1 to Ordinance 14652.

K. The Phase II Amendments to the King County 2012 - Countywide Planning  
Policies are amended, as shown by Attachments 1 through 3 to Ordinance 14653.

L. The Phase II Amendments to the King County 2012 - Countywide Planning  
Policies are amended, as shown by Attachment 1 to Ordinance 14654.

M. The Phase II Amendments to the King County 2012 - Countywide Planning  
Policies are amended, as shown by Attachment 1 to Ordinance 14655.

N. The Phase II Amendments to the King County 2012 - Countywide Planning  
Policies are amended, as shown by Attachments 1 and 2 to Ordinance 14656.

O. The Phase II amendments to the King County 2012 - Countywide Planning  
Policies are amended, as shown by Attachment A to Ordinance 14844.

P. The Phase II Amendments to the King County 2012 - Countywide Planning  
Policies are amended as shown by Attachments A, B and C to Ordinance 15121.

Q. The Phase II Amendments to the King County 2012 - Countywide Planning  
Policies are amended, as shown by Attachment A to Ordinance 15122.

R. The Phase II Amendments to the King County 2012 - Countywide Planning  
Policies are amended, as shown by Attachment A to Ordinance 15123.

S. Phase II Amendments to the King County 2012 - Countywide Planning  
Policies are amended, as shown by Attachments A and B to Ordinance 15426.

65 T. Phase II Amendments to the King County 2012 - Countywide Planning

66 Policies are amended, as shown by Attachments A, B, and C to Ordinance 15709.

67 U. Phase II Amendments to the King County 20.12 - Countywide Planning

68 Policies are amended, as shown by Attachment A to Ordinance 16056.

69 V. Phase II Amendments to the King County 2012 - Countywide Planning

70 Policies are amended, as shown by Attachments A, B, C, D, E, F and G to Ordinance  
71 16151.

72 W. Phase II Amendments to the King County 2012 - Countywide Planning

73 Policies are amended as shown by Attachment A to Ordinance 16334, and those items  
74 numbered 1 through 11, 13 and 15 as shown on Attachment B to Ordinance 16334, are  
75 hereby ratified on behalf of the population of unincorporated King County. Those items  
76 numbered 12 and 14, shown as struck-through on Attachment B to Ordinance 16334, are  
77 not ratified.

78 X. Phase II Amendments to the King County 2012 - Countywide Planning

79 Policies are amended as shown by Attachment A to Ordinance 16335.

80 Y. Phase II Amendments to the King County 2012 - Countywide Planning

81 Policies are amended as shown by Attachment A to Ordinance 16336.

82 Z. Phase II Amendments to the King County 2012 - Countywide Planning

83 Policies are amended, as shown by Attachments A and B to this ordinance.

84 SECTION 3. Ordinance 10450, Section 4, as amended, and K.C.C. 20.10.040 are

85 each hereby amended to read as follows:

86 A. Countywide Planning Policies adopted by Ordinance 10450 for the purposes

87 specified are hereby ratified on behalf of the population of unincorporated King County.

88           B. The amendments to the Countywide Planning Policies adopted by Ordinance  
89   10840 are hereby ratified on behalf of the population of unincorporated King County.

90           C. The amendments to the Countywide Planning Policies adopted by Ordinance  
91   11061 are hereby ratified on behalf of the population of unincorporated King County.

92           D. The Phase II amendments to the King County 2012 Countywide Planning  
93   Policies adopted by Ordinance 11446 are hereby ratified on behalf of the population of  
94   unincorporated King County.

95           E. The amendments to the King County 2012 - Countywide Planning Policies, as  
96   shown by Attachment 1 to Ordinance 12027 are hereby ratified on behalf of the  
97   population of unincorporated King County.

98           F. The amendments to the King County 2012 - Countywide Planning Policies, as  
99   shown by Attachment 1 to Ordinance 12421, are hereby ratified on behalf of the  
100   population of unincorporated King County.

101           G. The amendments to the King County 2012 - Countywide Planning Policies, as  
102   shown by Attachments 1 and 2 to Ordinance 13260, are hereby ratified on behalf of the  
103   population of unincorporated King County.

104           H. The amendments to the King County 2012 - Countywide Planning Policies, as  
105   shown by Attachment 1 through 4 to Ordinance 13415, are hereby ratified on behalf of  
106   the population of unincorporated King County.

107           I. The amendments to the King County 2012 - Countywide Planning Policies, as  
108   shown by Attachments 1 through 3 to Ordinance 13858, are hereby ratified on behalf of  
109   the population of unincorporated King County.

110 J. The amendments to the King County 2012 - Countywide Planning Policies, as  
111 shown by Attachment 1 to Ordinance 14390, are hereby ratified on behalf of the  
112 population of unincorporated King County.

113 K. The amendments to the King County 2012 - Countywide Planning Policies, as  
114 shown by Attachment 1 to Ordinance 14391, are hereby ratified on behalf of the  
115 population of unincorporated King County.

116 L. The amendments to the King County 2012 - Countywide Planning Policies, as  
117 shown by Attachment 1 to Ordinance 14392, are hereby ratified on behalf of the  
118 population of unincorporated King County.

119 M. The amendments to the King County 2012 - Countywide Planning Policies, as  
120 shown by Attachment 1 to Ordinance 14652, are hereby ratified on behalf of the  
121 population of unincorporated King County.

122 N. The amendments to the King County 2012 - Countywide Planning Policies, as  
123 shown by Attachments 1 through 3 to Ordinance 14653, are hereby ratified on behalf of  
124 the population of unincorporated King County.

125 O. The amendments to the King County 2012 - Countywide Planning Policies, as  
126 shown by Attachment 1 to Ordinance 14654, are hereby ratified on behalf of the  
127 population of unincorporated King County.

128 P. The amendments to the King County 2012 - Countywide Planning Policies, as  
129 shown by Attachment 1 to Ordinance 14655, are hereby ratified on behalf of the  
130 population of unincorporated King County.



131           Q. The amendments to the King County 2012 - Countywide Planning Policies, as  
132 shown by Attachments 1 and 2 to Ordinance 14656, are hereby ratified on behalf of the  
133 population of unincorporated King County.

134           R. The amendments to the King County 2012 - Countywide Planning Policies, as  
135 shown by Attachment A to Ordinance 14844, are hereby ratified on behalf of the  
136 population of unincorporated King County.

137           S. The amendments to the King County 2012 - Countywide Planning Policies, as  
138 shown by Attachments A, B and C to Ordinance 15121, are hereby ratified on behalf of  
139 the population of unincorporated King County.

140           T. The amendments to the King County 2012 - Countywide Planning Policies, as  
141 shown by Attachment A to Ordinance 15122, are hereby ratified on behalf of the  
142 population of unincorporated King County.

143           U. The amendments to the King County 2012 - Countywide Planning Policies, as  
144 shown by Attachment A to Ordinance 15123, are hereby ratified on behalf of the  
145 population of unincorporated King County.

146           V. The amendments to the King County 2012 - Countywide Planning Policies, as  
147 shown by Attachments A and B to Ordinance 15426, are hereby ratified on behalf of the  
148 population of unincorporated King County.

149           W. The amendments to the King County 2012 - Countywide Planning Policies,  
150 as shown by Attachments A, B, and C to Ordinance 15709, are hereby ratified on behalf  
151 of the population of unincorporated King County.

152 X. The amendments to the King County 2012 - Countywide Planning Policies, as  
153 shown by Attachment A to Ordinance 16056 are hereby ratified on behalf of the  
154 population of unincorporated King County.

155 Y. The amendments to the King County 2012 - Countywide Planning Policies, as  
156 shown by Attachments A, B, C, D, E, F and G to Ordinance 16151, are hereby ratified on  
157 behalf of the population of unincorporated King County.

158 Z. The amendments to the King County 2012 - Countywide Planning Policies, as  
159 shown by Attachment A to Ordinance 16334, and those items numbered 1 through 11, 13  
160 and 15, as shown in Attachment B to Ordinance 16334, are hereby ratified on behalf of  
161 the population of unincorporated King County. Those items numbered 12 and 14, shown  
162 as struck-through on Attachment B to Ordinance 16334, are not ratified.

163 AA. The amendments to the King County 2012 - Countywide Planning Policies,  
164 as shown by Attachment A to Ordinance 16335 are hereby ratified on behalf of the  
165 population of unincorporated King County.

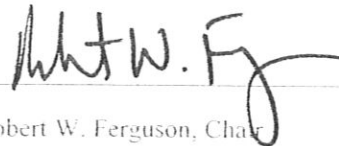
166 BB. The amendment to the King County 2012 - Countywide Planning Policies,  
167 as shown by Attachment A of Ordinance 16336, is hereby ratified on behalf of the  
168 population of unincorporated King County. Additionally, by Ordinance 16336, an  
169 amendment to the Interim Potential Annexation Area Map to include any additional  
170 unincorporated urban land created by the Urban Growth Area (UGA) amendment in the  
171 Potential Annexation Area of the city of Black Diamond is hereby ratified on behalf of  
172 the population of anincorporated King County.

173           CC. The amendments to the King County 2012 - Countywide Planning Policies,  
174 as shown by Attachments A and B to this ordinance are hereby ratified on behalf of the  
175 population of unincorporated King County.

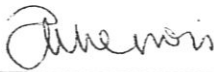
Ordinance 16747 was introduced on 11/23/2009 and passed by the Metropolitan King County Council on 1/25/2010, by the following vote:

Yes: 8 - Ms. Drago, Mr. Phillips, Mr. von Reichbauer, Ms. Hague,  
Ms. Patterson, Ms. Lambert, Mr. Ferguson and Mr. Dunn  
No: 0  
Excused: 1 - Mr. Gossett

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Robert W. Ferguson, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 4<sup>th</sup> day of February, 2010



Dow Constantine, County Executive

Attachments: A. Motion 09-1, B. Motion 09-2

10/28/09

Sponsored By: Executive Committee

/th/pr

**MOTION NO. 09-1**

A MOTION to adopt a work plan and schedule to address the policy framework for allocation of regional services and facilities.

WHEREAS, the Growth Management Planning Council has directed staff to develop recommendations for a major update of the Countywide Planning Policies in 2010 to bring those policies into consistency with Vision 2040.

WHEREAS, the Growth Management Planning Council has developed proposed growth targets for housing and employment, that implement the Regional Growth Strategy contained in Vision 2040 while providing 20-year targets for cities to use in the next round of GMA comprehensive plan updates.

WHEREAS, since the Countywide Planning Policies were first adopted in 1992, significant amounts of growth have occurred inside the urban growth area, within cities and unincorporated King County, and particularly inside cities with designated urban centers, where pending growth targets would direct even greater amounts of growth .

BE IT RESOLVED THAT THE GROWTH MANAGEMENT PLANNING COUNCIL OF KING COUNTY HEREBY MOVES AS FOLLOWS:

Direct staff to pursue a work plan for phase I of an update of the Countywide Planning Policies.

Goal of Work Program:

The GMPC will update the Countywide Planning Policies to ensure consistency with the Multi-County Planning Policies contained within Vision 2040, to ensure consistency with the State Growth Management Act, to reflect current terminology and relevant references, and to establish the policy framework for advancing the Regional Growth Strategy through prioritized allocation of regional services and facilities. Phase One of the work plan is focused on establishing one or more Framework policies that will advance the Regional Growth Strategy through prioritized allocation of regional services and facilities, while continuing to serve all communities in King County

Context:

With the adoption of the new growth targets, King County is facing an increased amount of growth countywide and a pattern of growth that concentrates housing and employment in cities with Urban Centers. Communities throughout the county recognize that their ability to accommodate growth depends on adequate provision of services and facilities. Further, a number of cities are concerned that the existing provision of services and facilities are inadequate to meet current needs. The first priority in developing the work program will be to define the regional services and facilities that are necessary to support growth.

Direct staff to develop options for new CPP policy language that will prioritize regional service delivery in ways that promote the regional growth strategy. In developing that policy, staff should address these issues according to the schedule shown below:

- Define what constitutes the "regional services" affected by this policy;
- Identify the existing policy basis for delivering regional services;
- Draft new policy options that address regional service delivery for GMPC consideration by the end of the first quarter of 2010.

Schedule for further work on proposed policy options:

Task	Due Date
Define regional services and facilities that are tied to growth	4 <sup>th</sup> Qtr, 2009
Identify existing policy basis for future delivery of services and facilities	4 <sup>th</sup> Qtr, 2009
Draft policy options for guidance on delivering regional services and facilities	March 1, 2010
Present policy options to GMPC for first reading and discussion	End of 1 <sup>st</sup> Qtr, 2010
Revise policy options as directed by GMPC	Mid-April, 2010
Approval of policy amendment(s) and direction of next steps by GMPC	Late April, 2010

Adopted by the Growth Management Planning Council of King County on October 28, 2009 in open session, and signed by the chair of the GMPC.

  
Kurt Triplett, Chair, Growth Management Planning Council

10/28/09

Sponsored By: Executive Committee

/pr

## MOTION NO. 09-2

A MOTION by the Growth Management Planning Council of King County recommending the amendment of the Countywide Planning Policies updating existing policies to provide for housing and employment targets for the period 2006-2031. This motion also amends Table LU-1 of the Countywide Planning Policies by replacing the existing Household and Employment Growth Targets for the 2001-2022 period with new Housing and Employment Growth Targets for the 2006-2031 period.

WHEREAS, in accordance with the Growth Management Act (GMA), the 2002 Countywide Planning Policies established household and employment targets for each city and for King County through 2022; and

WHEREAS, the 2002 targets need to be updated to reflect projected growth through 2031 in accordance with the GMA (RCW 36 70A 110); and

WHEREAS, Countywide Planning Policy FW-3 states that the adopted household and employment targets shall be monitored by King County annually with adjustments made by the Growth Management Planning Council utilizing the process established in FW-1, Step 6; and

WHEREAS since June, 2008 staff from King County and the cities in King County have worked cooperatively to analyze and recommend new 20-year housing and employment targets; and

WHEREAS the Growth Management Planning Council met and discussed the updates of the housing and employment growth targets for the period 2006-2031, with opportunity for public comment on April 15, 2009, July 15, 2009 and September 16, 2009.



BE IT RESOLVED THAT THE GROWTH MANAGEMENT PLANNING COUNCIL OF KING COUNTY HEREBY MOVES TO AMEND THE POLICIES, TEXT, AND TABLE LU-1 OF THE COUNTYWIDE PLANNING POLICIES AS FOLLOWS:

### ***C. Urban Areas***

*The following policies establish an Urban Growth Area (UGA), determine the amount of ~~household~~ housing and employment growth to be accommodated within the UGA in the form of targets for each jurisdiction, and identify methods to phase development within this area in order to bring certainty to long-term planning and development within the County. All cities are included in the UGA, with the cities in the Rural Area identified as islands of urban growth. The UGA is a permanent designation. Land outside the UGA is designated for permanent rural and resource uses. Countywide Policies on Rural and Resource Areas are found in Chapter IIIA, Resource Lands, and Chapter IIIB, Rural Areas.*

*In accordance with the State Growth Management Act (GMA) (RCW 36.70A.110), the State Office of Financial Management (OFM) provides a population projection to each county. The county, through a collaborative intergovernmental process established by the Growth Management Planning Council, allocates the population as growth targets to individual jurisdictions. Forecasts prepared by the Puget Sound Regional Council are used to establish the county employment projection.*

*The process for allocating growth targets in King County is a collaborative exercise involving input from the county and cities. The allocations determined through this process are to be guided by existing relevant policies at the regional, countywide, and local levels and are to take into account best available data on factors influencing future growth in the region, as follows:*

- 1. ~~The PSRC employment forecasts are calculated for the four geographic subareas of the UGA (Sea Shore, South, East, and Rural Cities). These then become subarea employment targets.~~*
- 2. ~~The jurisdictions collectively allocate the OFM population projection to the four subareas based on the projected employment for each area. A small amount of population growth is assumed to occur in the Rural area.~~*
- 3. ~~The technical staff translates the population projections into projected households, taking into account different average household sizes within each subarea. These projections then become subarea household targets.~~*
- 4. ~~Jurisdictions within each subarea negotiate the distribution of subarea household and employment targets using criteria based on Countywide Planning Policies.~~*

*The housing and employment capacity in the UGA, based on adopted plans and regulations, should accommodate the projected 20-year growth. Growth is to be accommodated within permanent Urban Areas by increasing densities, as needed. Phasing should occur within the UGA, as necessary, to ensure that services are provided as growth occurs.*

77 FW-11 The land use pattern for King County shall protect the natural environment by  
78 reducing the consumption of land and concentrating development. An Urban  
79 Growth Area, Rural Areas, and resource lands shall be designated and the  
80 necessary implementing regulations adopted. This includes Countywide estab-  
81 lishment of a boundary for the Urban Growth Area. Local jurisdictions shall  
82 make land use decisions based on the Countywide Planning Policies.  
83

84 FW-12 The Urban Growth Area shall provide enough land to accommodate future urban  
85 development. Policies to phase the provision of urban services and to ensure  
86 efficient use of the growth capacity within the Urban Growth Area shall be  
87 instituted.  
88

89 FW-12(a) All jurisdictions within King County share the responsibility to accommodate the  
90 20-year population projection and job employment forecast. ~~The population~~  
91 ~~projection shall be assigned to the four subareas of King County (Sea Shore, East,~~  
92 ~~South and the Rural Cities) proportionate with the share of projected employment~~  
93 ~~growth.~~ Anticipated growth shall be allocated pursuant to the following  
94 objectives:

- 95 a. To plan for a pattern of growth that is guided by the Regional Growth  
96 Strategy contained in Vision 2040, the growth management, transportation,  
97 and economic development plan for the 4-county central Puget Sound region;  
98 b. To ensure efficient use of land within the UGA by directing growth to Urban  
99 Centers and Activity Centers;  
100 c. To limit development in the Rural Areas;  
101 d. To protect designated resource lands;  
102 e. To ensure efficient use of infrastructure;  
103 f. To improve the jobs/housing balance within the county on a subarea basis;  
104 g. To promote a land use pattern that can be served by public transportation and  
105 other alternatives to the single occupancy vehicle; and  
106 h. To provide sufficient opportunities for growth within the jurisdictions.  
107

108 FW-12(b) The growth targets established pursuant to the methodology described in LU-25c  
109 and LU-25d shall be supported by both regional and local transportation  
110 investments. The availability of an adequate transportation system is critically  
111 important to accommodating growth. The regional responsibility shall be met by  
112 planning for and delivering county, state, and federal investments that support the  
113 growth targets and the land use pattern of the County. This includes investments  
114 in transit, state highways in key regional transportation corridors, and in improved  
115 access to the designated Urban Centers. The local responsibility shall be met by  
116 local transportation system investments that support the achievement of the  
117 targets.

118 FW-12(c) Ensuring sufficient water supply is essential to accommodate growth and  
119 conserve fish habitat. Due to the substantial lead-time required to develop water  
120 supply sources, infrastructure and management strategies, long-term water supply  
121 planning efforts in the Region must be ongoing.  
122

## 1. Urban Growth Area

The Growth Management Act requires King County to designate an Urban Growth Area in consultation with cities. The Countywide Planning Policies must establish an Urban Growth Area that contains enough urban land to accommodate at least 20 years of new population and employment growth. The Growth Management Act states: "based upon the population forecast made for the County by the Office of Financial Management, the Urban Growth Areas in the County shall include areas and densities sufficient to permit urban growth that is projected to occur in the County for the succeeding 20-year period. Each Urban Growth Area shall permit urban densities and shall include greenbelt and open space areas." An Urban Growth Area map is attached as Appendix I, which guides the adoption of the 1994 Metropolitan King County Comprehensive Plan.

LU – 25a Each jurisdiction shall plan for and accommodate the ~~household~~ housing and employment targets established pursuant to LU-25c and LU-25d. This obligation includes:

- a. Ensuring adequate zoning capacity; and
- b. Planning for and delivering water, sewer, transportation and other infrastructure, in concert with federal and state investments and recognizing where applicable special purpose districts; and
- c. Accommodating increases in ~~household~~ housing and employment targets as annexations occur.

The targets will be used to plan for and to accommodate growth within each jurisdiction. The targets do not obligate a jurisdiction to guarantee that a given number of housing units will be built or jobs added during the planning period.

LU-25b Growth targets for each Potential Annexation Area shall be set as a proportional share of the overall Urban Unincorporated Area target commensurate with the PAA's share of total Unincorporated Urban Area housing and employment capacity determined in the most recent Buildable Lands Report. As annexations or incorporations occur, growth targets shall be adjusted. Household Housing and employment targets for each jurisdiction's potential annexation area, as adopted in Table LU-1, shall be transferred to the annexing jurisdiction or newly incorporated city as follows:

- a. King County and the respective city will determine new housing ~~household~~ and employment targets for areas under consideration for annexation prior to the submittal of the annexation proposal to the King County Boundary Review Board;
- b. A city's ~~household~~ housing and employment targets shall be increased by a share of the target for the potential annexation area proportionate to the share of the potential annexation area's development capacity located within the area annexed. In the case of incorporation, an equivalent formula shall be used to establish ~~household~~ housing and employment targets for the new city.

Each city will determine how and where within their corporate boundaries to accommodate target increases;

- c. The County's unincorporated Urban areas targets shall be correspondingly decreased to ensure that overall target levels in the county remain the same;
- d. The household housing and employment targets in Table LU-1 will be updated periodically to reflect changes due to annexations or incorporations. These target updates do not require adoption by the Growth Management Planning Council.

LU -25c The target objectives identified in FW-12a shall be realized through the following methodology for allocating housing household targets:

- a. Determine the additional population that must be accommodated countywide by calculating the difference between the most recent Census count and the State Office of Financial Management population projection for the end of during the twenty year planning period based on the range of population projections made by the State Office of Financial Management for the county and 4-county central Puget Sound region and guided by the Regional Growth Strategy contained in Vision 2040;
- b. ~~Subtract a percentage from that number to represent the amount of growth that is assumed to occur in the unincorporated Rural Area;~~
- b. Assign proportions of the ~~urban~~ countywide population growth to each of six Regional Geographies as defined by Vision 2040 to include Metropolitan Cities, Core Cities, Larger Cities, Small Cities, Unincorporated Urban Growth Areas, and Rural and Natural Resource Lands the four subareas (Sea-Shore, South, East, and Rural Cities) based on the proportion of future employment growth forecasted for each of those subareas by the Puget Sound Regional Council;
- c. Allocate population growth to each Regional Geography as guided by Vision 2040 and also taking into account additional factors;
- d. Assume that a small amount of population growth, approximately 3% to 4% of the countywide total, will occur in the Rural area;
- e. Convert the ~~estimated~~ projected population for each ~~subarea~~ Urban Regional Geography to an estimated number of households housing units needed, using projected average household sizes, group quarters population, and vacancy rates that reflect the variation among those subareas observed in the most recent Census;
- f. Allocate a household housing target to individual jurisdictions, within each ~~subarea~~ Regional Geography, based on FW-12a and considering the following factors:
  1. the availability of water and the capacity of the sewer system;
  2. the remaining portions of previously adopted household targets;
  3. the presence of urban centers and activity areas within each jurisdiction;
  4. the availability of zoned development capacity in each jurisdiction; and
  5. the apparent market trends for housing in the area.
- f. Jurisdictions shall plan for housing household targets as adopted in Table LU-1; and

g. Monitoring should follow the process described in policy FW-1.

*A portion of the urban employment growth will occur in Activity Areas and neighborhoods in the Urban Area. This employment growth will support the Urban Centers, while balancing local employment opportunities in the Urban Area*

LU - 25d The target objectives identified in FW-12a shall be realized through the following methodology for allocating employment targets:

- a. Determine the number of jobs that must be accommodated in each of the four subareas of King County (Sea Shore, South, East, and the Rural Cities) in accordance with the most recent PSRC job estimates and forecasts for during the 20-year planning period based on the most recent forecast of employment growth produced by the Puget Sound Regional Council for the four-county central Puget Sound region, and guided by the Regional Growth Strategy contained in Vision 2040. ~~To account for uncertainty in the employment forecasts, establish a range of new jobs that must be accommodated in each subarea. Unless exceptional circumstances dictate, the range should be 5% on either side of the PSRC forecast.~~
- b. Assign proportions of the countywide employment growth to each of six Regional Geographies as defined by Vision 2040 to include Metropolitan Cities, Core Cities, Larger Cities, Small Cities, Unincorporated Urban Growth Areas, and Rural and Natural Resource Lands;
- c. Allocate employment growth to each Regional Geography as guided by Vision 2040 and also taking into account additional factors;
- d. Assume that a small amount of employment growth, less than 1% of the countywide total, will occur in the Rural area;
- e. Allocate an employment target to individual jurisdictions, within each Urban Regional Geography, based on FW-12a and considering the following factors:
- ~~b. For each subarea, determine the point within the range upon which jurisdictions within the subarea will base their targets and allocate employment growth targets to individual jurisdictions based on consideration of the following:~~
  1. the PSRC small area forecasts;
  2. the presence of urban centers, manufacturing/industrial centers, and activity areas within each jurisdiction;
  3. the availability of zoned commercial and industrial development capacity in each jurisdiction and;
  4. the access to transit, as well as to existing highways and arterials.
- c. Jurisdictions shall plan for employment targets as adopted in Table LU-1.



Table EU-1: Housing and Employment Growth Targets (2006-2031)\*

Regional Geography City / Subarea	Housing Target	PAA Housing Target	Employment Target	PAA Employment Target
	Net New Units	Net New Units	Net New Jobs	Net New Jobs
<b>Metropolitan Cities</b>				
Bellevue	17,000	290	53,000	
Seattle	86,000		146,700	
<b>Subtotal</b>	<b>103,000</b>		<b>199,700</b>	
<b>Core Cities</b>				
Auburn	9,620		19,350	-
Bothell	3,000	810	4,800	200
Burien	3,900		4,600	
Federal Way	8,100	2,390	12,300	290
Kent	7,800	1,560	13,200	290
Kirkland	7,200	1,370	20,200	650
Redmond	10,200	640	23,000	
Renton	14,835	3,895	29,000	470
SeaTac	5,800		25,300	
Tukwila	4,800	50	15,500	2,050
<b>Subtotal</b>	<b>75,255</b>		<b>167,250</b>	
<b>Larger Cities</b>				
Des Moines	3,000		5,000	
Issaquah	5,750	290	20,000	
Kenmore	3,500		3,000	
Maple Valley**	1,800	1,060	2,000	
Mercer Island	2,000		1,000	
Sammamish	4,000	350	1,800	
Shoreline	5,000		5,000	
Woodinville	3,000		5,000	
<b>Subtotal</b>	<b>28,050</b>		<b>42,800</b>	
<b>Small Cities</b>				
Algona	190		210	
Beaux Arts	3		3	
Black Diamond	1,900		1,050	
Carnation	330		370	
Clyde Hill	10		-	
Covington	1,470		1,320	
Duvall	1,140		840	
Enumclaw	1,425		735	
Hunts Point	1		-	
Lake Forest Park	475		210	
Medina	19		-	
Milton	50	90	160	
Newcastle	1,200		735	
Normandy Park	120		65	
North Bend	665		1,050	
Pacific	285	135	370	
Skykomish	10		-	
Snoqualmie	1,615		1,050	
Yarrow Point	14		-	
<b>Subtotal</b>	<b>10,922</b>		<b>8,168</b>	
<b>Urban Unincorporated</b>				
Potential Annexation Areas	12,930		3,950	
North Highline	1,360		2,530	
Bear Creek UPD	910		3,580	
Unclaimed Urban Unincorporated	650		90	
<b>Subtotal</b>	<b>15,850</b>		<b>10,150</b>	
<b>King County UGA Total</b>	<b>233,077</b>		<b>428,068</b>	

\* Targets base year is 2006. PAA / city targets have been adjusted to reflect annexations through 2008.

\*\* Target for Maple Valley PAA contingent on approval of city - county joint plan for Summit Place.



271 ADOPTED by the Growth Management Planning Council of King County on October 28,  
272 2009 in open session, and signed by the chair of the GMPC.

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Kurt Triplett, Chair, Growth Management Planning Council





## King County

### Metropolitan King County Council Physical Environment Committee

#### STAFF REPORT

Agenda Item:	8	Name:	Rick Bautista
Proposed No.:	2009-0641	Date:	January 12, 2010
Invited:	Paul Reitenbach, GMPC staff coordinator		

#### SUBJECT

An Ordinance adopting Growth Management Planning Council ("GMPC") recommendations relating to a policy framework for allocating regional services and facilities and to the updating of housing and employment targets.

#### BACKGROUND

Pursuant to CPP FW-1 step 9<sup>1</sup>, the GMPC voted unanimously to recommend GMPC Motions 09-1 and 09-2, however it is noted that the City of Seattle representatives abstained from voting on Motion 09-2. These GMPC motions recommend the following actions:

- **GMPC Motion 09-1:** adopts a work plan and schedule to address the policy framework for allocation of regional services and facilities; and
- **GMPC Motion 09-2:** amends the Countywide Planning Policies ("CPP") to (1) update policies relating to housing and employment targets for the period 2006-2031 and (2) amend Table LU-1 by replacing the existing Household and Employment Growth Targets for the 2001-2022 period with new Housing and Employment Growth Targets for the 2006-2031 period.

Proposed Ordinance 2009-0641 would ratify the change on behalf of the population of unincorporated King County, as required by CPP FW-1, Step 9.

<sup>1</sup> FW-1 (Step 9) Amendments to the Countywide Planning Policies may be developed by the Growth Management Planning Council or its successor, or by the Metropolitan King County Council, as provided in this policy. Amendments to the Countywide Planning Policies, not including amendments to the Urban Growth Area pursuant to Step 7 and 8 b and c above, shall be subject to ratification by at least 30 percent of the city and County governments representing 70 percent of the population of King County. Adoption and ratification of this policy shall constitute an amendment to the May 27, 1992 interlocal agreement among King County, the City of Seattle, and the suburban cities and towns in King County for the Growth Management Planning Council of King County.

## **THE GROWTH MANAGEMENT PLANNING COUNCIL**

The GMPC is a formal body comprised of elected officials from King County, Seattle, Bellevue, the Suburban Cities, and Special Districts. The GMPC was created in 1992 by interlocal agreement, in response to a provision in the Washington State Growth Management Act ("GMA") requiring cities and counties to work together to adopt CPPs.

Under GMA, Countywide Planning Policies ("CPPs") serve as the framework for each individual jurisdiction's comprehensive plan, and ensure countywide consistency with respect to land use planning efforts. As provided for in the interlocal agreement, the GMPC developed and recommended the CPPs, which were adopted by the County Council and ratified by the cities. Subsequent amendments to the CPPs follow the same process: recommendation by the GMPC, adoption by the County Council, and ratification by the cities.

Amendments to the CPPs become effective when ratified by ordinance or resolution by at least 30% of the city and County governments representing at least 70% of the population of King County. A city shall be deemed to have ratified an amendment to the CPPs unless, within 90 days of adoption by King County, the city by legislative action disapproves it.

## **SUMMARY OF GMPC MOTIONS**

### ***GMPC MOTION 09-1 (Phase 1 of the Major Update to the CPPs)***

The CPPs were first adopted in 1992 and have not been significant amended. Directed to do so by the GMPC, staff began in 2009 to develop recommendations for a major update of the CPPs in 2010. The initial goals of the update were to:

- ensure consistency with the GMA;
- ensure consistency with the Multi-County Planning Policies contained within the Puget Sound Regional Council's ("PSRC") *Vision 2040* document; and
- reflect current terminology and relevant references.

However, during the discussions about the adoption of the new growth targets (see discussion of Motion 9-2 in this staff report), a number of cities stated concerns that the existing CPPs related to public services and facilities did not provide adequate linkage between future growth targets and the provision of such services and facilities to serve that future growth.

To address these concerns, Motion 9-1 adopts the work plan for Phase 1 of this major update to the CPPs. Phase 1 focuses on establishing one or more CCP Framework Policy that will advance the CPPs regional growth strategy through a prioritized allocation of regional services and facilities, while continuing to serve all communities in King County. The key tasks in Phase 1 of the work program will be to:

- Define what constitutes the "regional services";
- Identify the existing CPP basis for delivering regional services;
- Draft new policy options that address regional service delivery for GMPC consideration by the end of the first quarter of 2010.

*Note: GMPC staff will continue work on the broader update the CPPs once Phase 1 is completed.*

### ***GMPC MOTION 09-2 (HOUSING AND EMPLOYMENT TARGETS – 2006 TO 2031)***

The CPPs establish household and job growth targets for cities, Potential Annexation Areas ("PAAs"), and unclaimed urban unincorporated areas.

### **Growth Target Update Required By State Growth Management Act**

The state GMA requires that local growth targets be updated at least every ten years. The GMPC last updated growth targets in 2002 for a planning period extending to the year 2022.

The GMPC growth targets are statements of planning policy indicating the minimum number of housing units and jobs that each jurisdiction will accommodate during their respective 20-year planning periods. However, since many factors influencing growth and development are beyond local government control, the targets do not represent a commitment that a given level of population or employment increase will actually occur in each locality.

Every five years, the state Office of Financial Management ("OFM") issues population projections for each county in the state as a basis for determining growth targets under the GMA. In addition, employment forecasts are produced by PSRC. Based on these projections, counties and cities collaborate in determining local allocations of that growth.

According to the 2007 OFM and 2006 PSRC projections, King County remains an attractive region which, over the long term, is expected to see robust amounts of both residential and employment growth. The OFM projections show that King County is expected to grow by about 450,000 people between 2006 and 2031 to a total population of 2.3 million. The PSRC employment forecasts show growth in the County, over this same 25-year period, of about 490,000 jobs to a total of about 1.7 million jobs in 2031.

### **New Policy Guidance from Vision 2040**

The GMPC adopted growth targets incorporate new policy guidance from the PSRC's recently adopted *VISION 2040*, a growth management, transportation, and economic development strategy for the 4-county region. With *VISION 2040*, the PSRC amended its Multicounty Planning Policies ("MPPs") to address coordinated action



around the distribution of growth and established a Regional Growth Strategy ("Strategy") that provides substantive guidance for planning for new growth expected in the region between 2000 and 2040. The strategy retains much of the discretion that counties and cities have in setting local targets, while calling for broad shifts in where growth locates within the region.

It establishes six clusters of jurisdictions called "regional geographies" – four types of cities defined by size and status in the region and two unincorporated types, urban and rural. In comparison to current targets and plans, the Strategy calls for:

- Increasing the amount of growth targeted to cities that contain regionally designated urban centers (to include both Metropolitan Cities and Core Cities)
- Increasing the amount of growth targeted to other Larger Cities
- Decreasing the amount of growth targeted to Urban unincorporated areas, Rural designated unincorporated areas, and to many Small Cities
- Achieving a greater jobs-housing balance within the region by shifting projected population growth into King County and shifting forecasted employment growth out of King County

### Proposed Changes

This GMPC Motion 09-2 recommends two amendments to the CPPs.

#### **1. CPP Text Changes:**

The first amendment revises CPP text to align with the following methodology and assumptions used in updating the growth targets:

- **Establish target time frame.** The year 2031 was established as the target horizon year, giving cities a full 20-year planning period from the GMA update deadline of 2011. The year 2006 was used as a base year because of the availability of complete data, including Buildable Lands estimates.
- **Establish county total for population growth.** Assuming that the entire 4-county region develops plans reflecting the mid-range OFM projection, King County gets 42% of the regional population growth through 2031, consistent with *VISION 2040*. The result: growth of 567,000 people between 2000 and 2031 to a total population of 2,304,000. This number represents a small shift of population to King County compared with state projections.
- **Establish county total for job growth.** Using the PSRC forecast of employment for the region, King County gets 58% of the regional employment growth through 2031, consistent with *VISION 2040*. The result: growth of 441,000 jobs between 2000 and 2031 to a total of 1,637,000 jobs. This number represents a shift of about 50,000 jobs out of King County to the other three counties in the region compared with current forecasts.

- **Allocate population to Regional Geographies.** The use of Regional Geographies is based closely on *VISION 2040*. In addition, the allocation accounts for other factors such as recent growth trends and anticipated annexation of major PAAs.
- **Convert population to housing units.** The current CPPs set targets by the number of “households”, which unfortunately cannot be effectively regulated or monitored. Jurisdictions now use “housing units”, which can be readily regulated and monitored. Also, *VISION 2040* calls for housing unit targets for each regional geography and jurisdiction. Total stock of housing units needed in 2031 was calculated based on the following assumptions:
  - Assumed group quarter (institutions) rates, 2.5% of the year 2031 population;
  - Assumed future average household size of 2.26 persons, a decline of 0.14 pph from the 2000 Census;
  - Assumed vacancy rates to convert households into housing units, a countywide average of 4.3%.
- **Calculate housing growth need within Regional Geographies.** As a final step, the base year (2006) housing stock was subtracted from the total 2031 units to determine the net additional new housing units needed by 2031 in each Regional Geography.
- **Allocate employment growth to Regional Geographies** The use of Regional Geographies is based closely on *VISION 2040*. In addition, the allocation accounts for employment changes since 2000.
- **Allocate housing units and jobs to individual jurisdictions.** Within each Regional Geography, the overall targeted level of housing and employment growth was sub-allocated to individual jurisdictions, based on a range of factors that included:
  - Fair share distribution of the responsibility to accommodate future growth
  - Existing CPPs, including 2022 growth targets
  - Development trends and land use capacity of current plans
  - Current population, jobs, and land area
  - Local policies, plans, zoning and other regulations
  - Local factors, such as large planned developments, and opportunities and constraints for future residential and commercial development
  - Location within the county
  - Recent annexations to the cities of Renton, Auburn, and Issaquah
- **Sub-allocate the Urban Unincorporated Area targets to smaller areas.** The housing and employment targets for the unincorporated UGA were further allocated to individual PAAs claimed by an individual city as well as to unclaimed or disputed unincorporated urban designated areas currently under County jurisdiction. PAA targets were based on the proportion share of

unincorporated Buildable Lands capacity located in each PAA. As annexations occur, a share of the unincorporated PAA targets will be shifted to cities.

*Note: In 2010, more comprehensive policy review will occur as part of the overall update of the entire CPPs document, and that may result in additional policy amendments to the CPP section that describes the growth targets process.*

## **2. New Growth Table:**

Currently, Table LU-1, contains the household and employment growth targets for the 2001-2022 period and by this GMPC motion would be replaced with a new Table LU-1, which contains housing and employment targets for each city and unincorporated urban area covering the 2006-2031 period.

In the new Table LU-1, the ranges of potential future housing units and jobs for each jurisdiction have been narrowed further to single number targets. The target numbers shown reflect 25 years of growth. Over time, with the addition of new jobs and housing units, the target obligation of each jurisdiction is reduced, commensurate with the findings of monitoring efforts under the King County Buildable Lands and Benchmarks programs.

The new Table LU-1 also now shows targets for each PAA. As annexations occur, PAA growth targets will be shifted from the County to annexing cities, following a methodology that is described in the CPPs. The version of Table LU-1 contained in Motion 09-2 has been adjusted to reflect current city boundaries, including several annexations that occurred after 2006.

## **AMENDMENTS**

None

## **ATTACHMENTS**

1. Proposed Ordinance 2009-0641, with attachments A and B
2. Transmittal Letter, dated November 19, 2009
3. Staff Reports to GMPC Motions 09-1 and 09-2

# CITY COUNCIL AGENDA BILL

City of Black Diamond  
Post Office Box 599  
Black Diamond, WA 98010

ITEM INFORMATION			
<b>SUBJECT:</b> <b>Resolution No. 10-678, authorizing the Mayor to execute a Professional Services Agreement with Christine Mill Architect to provide as-built drawings and development of plans for the new police restroom</b>	<b>Agenda Date: March 4, 2010</b>		<b>AB10-022</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Rebecca Olness		
	City Administrator –		
	City Attorney – Noel Treat		<b>x</b>
	City Clerk – Brenda L. Martinez		
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson	<b>x</b>	
	Police – Jamey Kiblinger		
Cost Impact \$4,800.00	Court – Stephanie Metcalf		
Fund Source: C.I.P			
Timeline: A.S.A.P			
<b>Attachments: Resolution No. 10-678, agreement</b>			
<b>SUMMARY STATEMENT:</b>  Per RCW 18.08.310 the City is required to bring in current as-built drawings of the Police Station along with the new plans for the restroom addition.			
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b> The Finance Committee has approved this to the full Council.			
<b>RECOMMENDED ACTION:</b> <b>MOTION to adopt Resolution No. 10-678, authorizing the Mayor to execute a Professional Services Agreement with Christine Mill Architect to provide as-built drawings and development of plans for the new police station, not to exceed \$4,800.</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
March 4, 2010			

**RESOLUTION NO. 10-678**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON  
AUTHORIZING THE MAYOR TO EXECUTE A  
PROFESSIONAL SERVICES AGREEMENT WITH  
CHRISTINE MILL ARCHITECT TO PROVIDE AS-BUILT  
DRAWINGS AND DEVELOPMENT OF PLANS FOR THE  
NEW POLICE STATION**

**WHEREAS**, the City Council has determined in the Capital Improvement Plan to remodel the Council Chambers and restrooms; and

**WHEREAS**, the City has determined that Christine Mill Architect meets all qualifications and is listed on the M.S.R.C Small Works roster list;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:**

**Section 1.** The Mayor is authorized to execute a Professional Services Agreement with Christine Mill Architect to provide as-built drawings of the current police station and to provide a set of building plans to build the new restroom for the police station, not to exceed \$4,800 as attached hereto as Exhibit A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 4<sup>TH</sup> DAY OF MARCH, 2010.**

CITY OF BLACK DIAMOND:

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Rebecca Olness, Mayor

Attest:

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Brenda L. Martinez, City Clerk



## **CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (the or this "Agreement"), for reference purposes only, is dated March 4, 2010 and is entered into by and between

CITY OF BLACK DIAMOND, WASHINGTON (the "City")

Physical Address: 24301 Roberts Drive

Mailing Address: PO Box 599

Black Diamond, WA 98010

Contact: Andrew Williamson

Phone: 360-886-2560

Fax : 360-886-2592

and

Christine Mill Architect ("Consultant")

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Contact: Christine Mill

Phone: 360-825-7100

Email [cmill@cmillarchitect.com](mailto:cmill@cmillarchitect.com)

Tax Id No.: 541-42-9725

for professional services in connection with the following project:

(Redraw building plans and add new bathroom)

### **TERMS AND CONDITIONS**

#### **1. Services by Consultant**

1.1 Consultant shall perform the services described in the Scope of Work attached to this Agreement. The services performed by Consultant shall not exceed the Scope of Work nor shall the Consultant be entitled to a greater amount of compensation as that provided in this Agreement without the prior written authorization of the City.

1.2 The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to this Agreement.

1.3 Consultant represents and warrants that it, its staff to be assigned to the Project, and its subconsultants and their staff have the requisite training, skill, and experience necessary to provide the services required by this Agreement and are appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant and its subconsultants under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

## 2. Schedule of Work

2.1 Consultant shall perform the services described in the Scope of Work in accordance with the Schedule attached to this contract

2.2 Time is of the essence as to the work provided in the Scope of Work. Consultant will diligently proceed with the work and shall assure that it, and its subconsultants, will have adequate staffing at all times in order to complete the Scope of Work in a timely manner. If factors beyond Consultant's control that could not have been reasonably foreseen as of the date of this Agreement cause delay, then the parties will negotiate in good faith to determine whether an extension is appropriate. The Consultant shall provide the City with written notice of any delay, or potential delay, that may trigger the need for a time extension within 3 business days after the Consultant becomes aware of the delay or potential delay.

2.3 Consultant is authorized to proceed with services upon \_\_\_\_\_.

## 3. Compensation

☐ LUMP SUM. Compensation for the services provided in the Scope of Work shall be a Lump Sum of \$\_\_\_\_\_.

☒ TIME AND MATERIALS NOT TO EXCEED. Compensation for the services provided in the Scope of Work shall not exceed \$ 4800.00 without the written authorization of the City and will be based on the list of billing rates and reimbursable expenses attached

☐ TIME AND MATERIALS. Compensation for the services provided in the Scope of Work shall be on a time and materials basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "C."

☐ OTHER. \_\_\_\_\_

## 4. Payment

4.1 Consultant shall maintain time and expense records and provide them to the City monthly, along with monthly invoices, in a format acceptable to the City for work performed to the date of the invoice.

4.2 All invoices shall be paid by City warrant within sixty (60) days of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

4.3 Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a

longer period is required by a third-party agreement. Consultant shall make copies available to the City on request.

4.4 If the services rendered do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

## **5. Discrimination and Compliance with Laws**

5.1 Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

5.2 Consultant and its subconsultants shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

5.3 Any violation of this Section 5 shall be a material breach of this Agreement and grounds for immediate cancellation, termination, or suspension of the Agreement by the City, in whole or in part, and may result in Consultant's ineligibility to conduct further work for the City.

## **6. Suspension and Termination of Agreement**

6.1 The City reserves the right to terminate or suspend this Agreement at any time, without cause, by giving Consultant notice in writing ten (10) days prior to the termination or suspension date. In the event of termination, all finished or unfinished reports, or other material prepared by Consultant pursuant to this Agreement, shall be submitted to the City. In the event the City terminates this Agreement prior to completion without cause, Consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to compensation for any satisfactory work completed on the Project prior to the date of suspension or termination.

6.2 Any notice from the City to Consultant regarding the suspension of this Agreement shall specify the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to Consultant's reasonable expenses and shall be subject to verification. Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

## **7. Standard of Care**

7.1 Consultant represents and warrants that it has the requisite training, skill, and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services Consultant provides under this Agreement will be performed in a manner consistent with that

degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

## **8. Ownership of Work Product**

8.1 Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled, or produced as a result of this Agreement, whether or not completed, shall be vested in the City and shall be submitted to the City upon termination of this Agreement. Any reuse of these materials by the City for projects or purposes other than those that fall within the scope of this Agreement and the Project to which it relates, without written concurrence by Consultant, will be at the sole risk of the City.

8.2 The City acknowledges Consultant's documents as instruments of professional service. Nevertheless, the documents prepared under this Agreement shall become the property of the City upon completion of the work. The City agrees to hold harmless and indemnify Consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of the City's reuse of such documents beyond the use for which they were originally intended without the written authorization of Consultant.

8.3 Methodology, software, logic, and systems developed under this Agreement are the property of Consultant and the City, and may be used as either Consultant or the City see fit, including the right to revise or publish the same without limitation.

## **9. Indemnification/Hold Harmless**

9.1 Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising directly or indirectly out of or resulting from the acts, errors, or omissions of Consultant or its subconsultants in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

## **10. Insurance**

10.1 Consultant shall procure and maintain for the duration of the Agreement, and shall provide proof satisfactory to the City that such insurance is procured and maintained by each of its subconsultants, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees.

10.2 Consultant shall procure and maintain the following types and amounts of insurance:

a. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. This insurance shall have a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

b. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors, personal injury, and advertising injury. This insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

10.3 The Automobile Liability, Commercial General Liability, and Professional Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

a. Consultant's insurance coverage shall be primary insurance vis-à-vis the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess over Consultant's insurance and shall not contribute with it.

b. Consultant's insurance shall be endorsed to state that coverage shall not be cancelled, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

10.4 The City shall be named as an additional insured under Consultant's Automobile Liability and Commercial General Liability insurance policies with respect to the work to be performed for the City pursuant to this Agreement.

10.5 Insurance shall be placed with insurers with a current A.M. Best rating of not less than A:VII.

10.6 Declaration pages issued by the insurance carriers for the policies mentioned in this Section 10 showing such insurance to be in force shall be filed with the City not less than ten (10) days following both parties signing this Agreement and before commencement of the work. In addition, the City may request, in writing, a full copy from Consultant of any insurance policy Consultant must procure and maintain pursuant to this Agreement and Consultant must provide such copy to the City within ten (10) days of Consultant's receipt of the City's request. Any policy or required insurance written on a claims-made basis shall provide coverage as to all claims arising out of the services performed under this Agreement and for three (3) years following completion of the services to be performed. It shall be a material breach of this Agreement for Consultant to fail to procure and maintain the insurance required by this Section 10 or to provide the proof of such insurance to the City as provided for in this Agreement.

## **11. Assigning or Subcontracting**

11.1 Consultant shall not assign, transfer, subcontract, or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld at the sole discretion of the City.



**12. Independent Contractor**

12.1 Consultant and its subconsultants are, and shall be at all times during the term of this Agreement, independent contractors.

**13. Notice**

13.1 All notices required by this Agreement shall be considered properly delivered when personally delivered, when received by facsimile, or on the third day following mailing, postage prepaid, certified mail, return receipt requested to:

City: City Administrator  
City of Black Diamond  
P.O. Box 599  
Black Diamond, WA 98010  
Fax: 360-886-2592

Consultant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax: \_\_\_\_\_

**14. Disputes**

14.1 Any action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington. Venue shall be in King County Superior Court, Kent, Washington.

**15. Attorney Fees**

15.1 In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party.

**16. General Administration and Management on Behalf of the City**

16.1 The City Administrator for the City, or his designee, shall review and approve Consultant's invoices to the City under this Agreement and shall have primary responsibility for overseeing and approving work or services to be performed by Consultant.

**17. Extent of Agreement/Modification**

17.1 This Agreement, together with any attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended, modified, or added to by written instrument properly signed by both parties. The parties acknowledge the general contract rule that a clause in a contract, such as this one, prohibiting oral modifications is itself generally subject to oral modification. However, in order to ensure certainty as to the terms and conditions of this Agreement, the parties waive this general contract rule.

CITY OF BLACK DIAMOND

CONSULTANT

By: \_\_\_\_\_

Rebecca Olness

Its: Mayor

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

By:

\_\_\_\_\_  
Brenda L. Martinez

City Clerk

*Christine Mill*  
*Architect*

February 25, 2010

City of Black Diamond  
24301 Roberts Drive  
P.O. Box 599  
Black Diamond, WA 98010

Attn: Andy Williamson

Re: Proposal for architectural services:  
City of Black Diamond  
Police Dept. - New Addition for new restroom

Dear Andy Williamson,

Enclosed is my proposal for the addition (approx. 8' x 32') to accommodate a new restroom for the police department. Included is the structural engineering. I am assuming that due to the small size that a soils report will not be required. I have also included a fee for Construction Administration if it is needed. Please give me a call if there are any questions.

Yours truly,

Christine Mill  
Architect

Enclosure: Work Order for Architectural Services

*Christine Mill*

*Architect*

27202 SF 432<sup>nd</sup> St., Enumclaw, WA 98022 360-825-7100

fax 360-825-4512 Email [cmill@cmillarchitect.com](mailto:cmill@cmillarchitect.com)

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**work order:**

Name: City of Black Diamond Phone: 360-886-2560  
Billing 24301 Roberts Drive  
Address: P.O. Box 599 e-mail:  
Black Diamond, WA 98010

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**Scope:**

design consultation	---	T.I. permit plans	----
feasibility&requirement	----	Residential	
studies	----	permit plans	----
schematic	----	Commercial	
&preliminary develop.	--x--	permit plans	x----
Permit & land use			
Services	--x--	Construction	
		Services	_x---

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Site Address: (Single site use, unless specified otherwise)  
& Tax parcel # Police Department, 25510 Larsen Rd., Black Diamond, WA 98010

**Site & Building Information:**

Soils report	----	Survey	----	Critical Areas Studies	----
Design Criteria	_x---	As-builts	----	Septic as-builts/design	----

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**Fee Proposal & Special Instructions:**

Building Sq. Ft.:	<u>260 SF(New)</u>	Site Sq. Ft.	----	Deck/patio Sq.Ft.	----
Garage Sq. Ft.:	----	Warehouse Sq. Ft.	----	Other:	----

Proposed Fee: Plus reimbursables: Reproduction, Postage, Mileage @  
\$.50/mile.

Fee: Preparation of As-built floor plan of existing building, development of design and preparation of plans for permit application including required structural engineering for new addition. Amount: \$4,800

Fee for Construction Administration (if required): Work to include pre-construction meeting with contractor, site visits at critical construction activity. Amount: \$1,500

Structural Engineering is only other consultant of this proposal.

Payment: Initial retainer of \$800 required, and invoices to be monthly due upon receipt.

-----  
Signature & Date

*Christine Mill*  
*Architect*  
27202 SE 432<sup>nd</sup> St., Fremont, WA 98022 360-825-7100  
fax 360-825-4512 Email [cmill@cmillarchitect.com](mailto:cmill@cmillarchitect.com)

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## Service Agreement:

**Scope:** This agreement applies to work performed by Christine Mill Architect (Consultant) for the Client signed below. The consultant agrees to performed work in accordance with International Building Code 2006 ed. (current code), and as specified in the work order. Only Structural Engineering will be part of this agreement.

**( Fees for Construction Administration have been offered in this proposal see page 1.)**

**Design without Construction Administration:** Any plans that are developed for permit applications are based on preliminary plans that have been approved by the client to be developed for permit application. Any changes or revisions made by the client to approved plans are to be additional at the architect's hourly fee (unless a fee is part of the agreement). Unless specified, construction administration is not part of this agreement. Any observation of the contractor's performance is to observe if the work is in accordance with the prepared plans only. The client agrees that the Consultant will be indemnified by the Client, General Contractor and any other agents and employees of the Client.

**Reuse of Consultant's Work:** It is understood that the Client does not intend to reuse the documents produced by the Consultant for any other site or permit other than what is specified on the work order. In cases of unauthorized use of construction documents the Client agrees to compensate the Consultant for each reuse at double the compensation of normal single use fees. The Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto all reports, plans, and other documents prepared by the Consultant.

**Defect in Service:** The Client is to promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so the Consultant can take measures to minimize any consequences of such a defect, and the Client agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract. Any inconsistencies in the Consultant's work is to be brought to the Consultant's attention, and failure to do so will relieve the Consultant of any penalties or damages.

**Indemnification and Waiver:** In consideration of the substantial risks to the Consultant in rendering professional services, the Client agrees to indemnify and hold harmless the Consultant and make no claim and hereby waives, to the fullest extent any claim, or cause of action of any nature against the Consultant. Any liabilities, damages, or costs are limited to the actual cost of any fees paid to the Consultant.

**Changes to Documents:** In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to reports, plans, specifications or other documents prepared by the Consultant without obtaining the Consultant's prior written consent, the Client shall assume full responsibility for the results of such changes. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant from any damages, liabilities or costs, including attorney's fees and cost of defense arising from such changes.

**Entire Agreement:** This Agreement is the entire Agreement between the Client and the Consultant. Amendments to this Agreement must be in writing and signed by both the Client and Consultant. Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

**I agree to the terms of this service agreement for all professional services provided by Christine Mill Architect.**

Signature: \_\_\_\_\_

Print Name & Company \_\_\_\_\_

Date: \_\_\_\_\_